

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.  
GS-07B-14856

THIS LEASE, made and entered into this date by and between Harris/Hathaway JV, LLC

whose address is 3037 NW 63<sup>rd</sup> Street  
Suite 152W  
Oklahoma City, OK 73116

and whose interest in the property hereinafter described is that of Owner

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 101,596 rentable square feet, which yields 88,345 usable square feet of office and related use space. This space will be located in a building to be constructed bearing a municipal address along Shackleford West, Little Rock, AR. Said office and related use space are more particularly described in the site plan and floor plan to be incorporated into this lease and as specified in Solicitation for Offers 8AR0021. Also included in this lease are 106 inside reserved parking spaces and 15 reserved outside parking spaces. The legal description for this leased property is detailed in Exhibit A.

to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

Date of Acceptance by the Government \_\_\_\_\_ through 20 consecutive years \_\_\_\_\_, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$ 1,892,350.00

at the rate of \$ 157,695.83 \_\_\_\_\_ per month \_\_\_\_\_ in arrears.  
Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

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4. The Government or Lessor may not terminate this lease at any time during the 20-year term.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

This paragraph is deleted.

provided notice be given in writing to the Lessor at least \_\_\_\_\_ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

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6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

A) If ordered and authorized by the Contracting Officer, or his designed representative, the Lessor will provide use of the HVAC system beyond the normal building hours of 7:00 am to 6:00 pm, Monday thru Friday, at the rate of \$20.00 per hour for one floor and \$30.00 per hour for two floors.

B) The Lessor will prepare the building and space in accordance with the Solicitation for Offers No. 8AR0021, and the incorporated site plans and tenant approved floor plan which will be incorporated as an Exhibit B to this lease. In addition, the Lessor will build the building as proposed in the incorporated pages taken from the Best and Final Offer which is incorporated as Exhibit C to this lease. The space will be prepared in 16 months from the receipt of the design intent drawing from the Government.

7. The following are attached and made a part hereof:

- A) Standard Form 2, February 1965 Edition, U.S. Government Lease for Real Property, with Sheet 2,
- B) GSA Form 3517B, General Clauses
- C) GSA Form 3518, Representations and Certifications
- D) Exhibits A-1, Legal Description, & A-2 Boundary Survey
- E) Solicitation for Offers 8AR0021, Revised FBI Space Requirement (2 of 2) and Amendments 1 through 6
- F) Exhibit D, Design Concept Narrative
- G) Exhibit E, Quality and Appearance Narrative
- H) Exhibit F, Management Narrative

8. The following changes were made in this lease prior to its execution:

Paragraph 5 is deleted in its entirety.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

BY

(b) (6)

(Signature)

(Signature)

IN THE PRESENCE OF:

(b) (6)

(Signature)

5401 N.W. 64  
Ocala City Ok 73132  
(Address)

UNITED STATES OF AMERICA

(b) (6)

BY

(Signature)

CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION  
819 TAYLOR STREET  
FORT WORTH, TX 76102

(Official title)



**SHEET 3, ATTACHED TO AND FORMING A PART OF LEASE GS-07B-14856**

9. This lease is subject to adjustments as provided by the Real Estate Tax Escalation provision of Paragraph 3.4 of Solicitation for Offers No. 8AR0021. The Government's percentage of occupancy is established at 100%. The base year for this lease is the first full year of full assessment.

10. This lease is subject to annual operating cost adjustments as provided in Paragraph 3.6 of the Solicitation for Offers No. 8AR0021. The base rate for adjustments is established at (b) (4)

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11. The Lessor will not be reimbursed for any services not provided for in this lease including, but not limited to, repairs, alterations, and overtime service. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified in Paragraph 2 herein.

12. All questions pertaining to this lease shall be referred to the Contracting Officer of the General Services Administration or his designee. The Government occupant is not authorized to administer this lease. The General Services Administration will not assume any responsibility for any cost incurred by the Lessor except as provided for by the terms of this lease, or authorized in writing by the Contracting Officer or his designee.

**The following paragraphs 13 and 14 to this lease, provide for a one time deviation from the GSAR Clauses found in 552.270-11, Subletting and Assignment, 552,270-13, Fire and Casualty Damage.**

**13. 552.270-11 Subletting and Assignment**

The Government may assign or sublet any part of the premises but shall not be relieved from any obligation under this lease by reason of any such assignment or subletting. Any assignment or subletting shall be subject to prior written consent of the Lessor, which consent shall not be unreasonably withheld.

**14. 552.270-13 Fire and Casualty Damage**

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, and the reconstruction of the premises cannot be substantially completed within 270 days following the date of the casualty, the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days of the fire or other casualty; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction

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or damage. Nothing in this lease shall be construed as relieving the Lessor from liability for damage or destruction of property of the United States of America caused by the willful or negligent act of omission of Lessor.

**The following paragraph 15 to this lease, provides for additional language clarifying the provision for Notice and Cure upon the Lessor's default in 552.270.17, Failure in Performance, and 552.270-33, Default by Lessor during the Term.**

15. It is further agreed to between the parties that in the event of any circumstance w which would permit the Government to terminate this lease or to offset rent pursuant to the provisions herein or otherwise, no termination or offset will be taken by the Government without first notifying the Lessor and the current mortgage holder, of the such termination of offset right, and allowing for an opportunity to cure such default or event within 30 days next following first mortgage holders receipt of notice thereof from the Government. The Government's obligation to provide such notice to the current first mortgage holder shall extend only to the first mortgage holder or the party representing the first mortgage holder. It shall be the Lessor's responsibility to provide the Government with proper name and mailing address for the first mortgage holder. In addition to the foregoing notice, the Government agrees to provide the current first mortgage holder with a copy of each notice issued by the Government alleging or asserting a material deficiency in the performance by the Lessor under this lease.

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• or such longer period, not to exceed 120 days, as shall be reasonably necessary to effect such cure so long as such cure is being diligently and continuously pursued.

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The following paragraph 15 to this lease, provides for additional language clarifying the provision for Notice and Cure upon the Lessor's default in 552.270.17, Failure in Performance, and 552.270-33, Default by Lessor during the Term.

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**GENERAL CLAUSES**  
(Acquisition of Leasehold Interests in Real Property)

<b>CATEGORY</b>	<b>Clause No.</b>	<b>48 CFR Ref.</b>	<b>Clause Title</b>
DEFINITIONS GENERAL	1	552.270-10	Definitions
	2	552.270-11	Subletting and Assignment
	3	552.270-18	Successors Bound
	4	552.270-34	Subordination, Nondisturbance and Attornment
	5	552.270-35	Statement of Lease
	6	552.270-36	Substitution of Tenant Agency
	7	552.270-37	No Waiver
	8	552.270-38	Integrated Agreement
	9	552.270-39	Mutuality of Obligation
PERFORMANCE	10	552.270-27	Delivery and Condition
	11	552.270-28	Default in Delivery - Time Extensions (Variation)
	12	552.270-30	Progressive Occupancy
	13	552.270-32	Effect of Acceptance and Occupancy
	14	552.270-12	Maintenance of Building and Premises-Right of Entry
	15	552.270-17	Failure in Performance
	16	552.270-33	Default by Lessor During the Term
	17	552.270-13	Fire and Casualty Damage
	18	552.270-15	Compliance with Applicable Law
	19	552.270-19	Alterations
	20	552.270-41	Acceptance of Space
INSPECTION	21	552.270-16	Inspection-Right of Entry
PAYMENT	22	552.232-71	Prompt Payment
	23	552.232-73	Electronic Funds Transfer Payment (Variation)
	24	552.232-72	Invoice Requirements
	25	552.232-23	Assignment of Claims
	26	552.270-31	Payment (Variation)
STANDARDS OF CONDUCT	27	552.203-5	Covenant Against Contingent Fees
	28	552.203-7	Anti-Kickback Procedures
	29	552.223-6	Drug-Free Workplace
ADJUSTMENTS	30	552.203-73	Price Adjustment for Illegal or Improper Activity
	31	552.215-22	Price Reduction for Defective Cost or Pricing Data
	32	552.270-20	Proposals for Adjustment
	33	552.270-21	Changes (Variation)
AUDITS	34	552.215-70	Examination of Records
DISPUTES	35	552.233-1	Disputes
LABOR STANDARDS	36	552.222-26	Equal Opportunity
	37	552.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans
	38	552.222-36	Affirmative Action for Handicapped Workers
	39	552.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era

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52.209-6

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When Subcontracting With Contractors  
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52.215-24

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52.219-8

Utilization of Small, Small  
Disadvantaged and Women-Owned  
Small Business Concerns

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Small, Small Disadvantaged and  
Women-Owned Small Business

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52.219-16

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Liquidated Damages- Subcontracting  
Plan

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**GENERAL CLAUSES**  
(Acquisition of Leasehold Interests in Real Property)

**1. 552.270-10 - DEFINITIONS (AUG 1992)**

The following terms and phrases (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this lease shall have the respective meanings hereinafter specified:

- (a) "Commencement Date" means the first day of the term.
- (b) "Contract" and "Contractor" means "Lease" and "Lessor," respectively.
- (c) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (d) "Delivery Date" means the date specified in or determined pursuant to the provisions of this lease for delivery of the premises to the Government, improved in accordance with the provisions of this lease and substantially complete, as such date may be modified in accordance with the provisions of this lease.
- (e) "Delivery Time" means the number of days provided by this lease for delivery of the premises to the Government, as such number may be modified in accordance with the provisions of this lease.
- (f) "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation, (1) acts of God or of the public enemy, (2) acts of the United States of America in either its sovereign or contractual capacity, (3) acts of another contractor in the performance of a contract with the Government, (4) fires, (5) floods, (6) epidemics, (7) quarantine restrictions, (8) strikes, (9) freight embargoes, (10) unusually severe weather, or (11) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.
- (g) "Lessor" means the sub-lessor if this lease is a sublease.
- (h) "Lessor shall provide" means the Lessor shall furnish and install at Lessor's expense.
- (i) "Notice" means written notice sent by certified or registered mail, Express Mail or comparable service, or delivered by hand. Notice shall be effective on the date delivery is accepted or refused.
- (j) "Premises" means the space described on the Standard Form 2, U.S. Government Lease for Real Property, of this lease.
- (k) "Substantially complete" and "substantial completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.
- (l) "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

**2. 552.270-11 - SUBLETTING AND ASSIGNMENT (AUG 1992)**

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

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3. 552.270-18 - SUCCESSORS BOUND (AUG 1992)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

4. 552.270-34 - SUBORDINATION, NONDISTURBANCE AND ATTORNMEN (AUG 1992)

- (a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- (b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

5. 552.270-35 - STATEMENT OF LEASE (AUG 1992)

- (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.
- (b) Letters issued pursuant to this clause are subject to the following conditions:
  - (1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
  - (2) That the Government shall not be held liable because of any defect in or condition of the premises or building;
  - (3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and
  - (4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable prepurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

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6. 552.270-36 - SUBSTITUTION OF TENANT AGENCY (AUG 1992)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

7. 552.270-37 - NO WAIVER (AUG 1992)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

8. 552.270-38 - INTEGRATED AGREEMENT (AUG 1992)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

9. 552.270-39 - MUTUALITY OF OBLIGATION (AUG 1992)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

10. 552.270-27 - DELIVERY AND CONDITION (AUG 1992)

- (a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is substantially complete.
- (b) If the premises do not in every respect comply with the provisions of this lease the Contracting Officer may, in accordance with the Failure in Performance clause of this lease, elect to reduce the rent payments.

11. 552.270-28 - DEFAULT IN DELIVERY - TIME EXTENSIONS (JUN 1994) (VARIATION)

- (a) With respect to Lessor's obligation to deliver the premises substantially complete by the delivery date (as such date may be modified pursuant to this lease), time is of the essence. If the Lessor fails to prosecute the work with the diligence that will ensure its substantial completion by the delivery date or fails to substantially complete the work by such date, the Government may by notice to the Lessor terminate this lease, which termination shall be effective when received by Lessor. The Lessor and the Lessor's sureties, if any, shall be jointly and severally liable for any damages to the Government resulting from such termination, as provided in this clause. The Government shall be entitled to the following damages:
  - (1) The Government's aggregate rent and estimated real estate tax and operating cost adjustments for the firm term and all option terms of its replacement lease or leases, in excess of the aggregate rent and estimated real estate tax and operating cost adjustments for the term; provided, if the Government procures replacement premises for a term (including all option terms) in excess of the term, the Lessor shall not be liable for excess Government rent or adjustments during such excess part of such term;
  - (2) All administrative and other costs borne by the Government in procuring a replacement lease or leases;
  - (3) Such other, additional relief as may be provided for in this lease, at law or in equity.
  - (4) Damages to which the Government may be entitled under this clause shall be due and payable thirty (30) days next following the date Lessor receives notice from the Contracting Officer specifying such damages.
- (b) Delivery by Lessor of less than the minimum usable square footage required by this lease shall in no event be construed as substantial completion, except as permitted by the Contracting Officer.
- (c) Notwithstanding paragraph (a) of this clause, this lease shall not be terminated under this clause nor the Lessor charged with damages under this clause, if (1) the delay in substantially completing the work arises from excusable delays and (2) the Lessor within 10 days from the beginning of any such delay (unless extended in writing by the Contracting

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Officer) provides notice to the Contracting Officer of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant such action, the delivery date shall be extended, by the Contracting Officer, to the extent of such delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

12. 552.270-30 - PROGRESSIVE OCCUPANCY (AUG 1992)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

13. 552.270-32 - EFFECT OF ACCEPTANCE AND OCCUPANCY (AUG 1992)

Neither the Government's acceptance of the premises for occupancy, nor the Government's occupancy thereof, shall be construed as a waiver of any requirement of or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right.

14. 552.270-12 - MAINTENANCE OF BUILDING AND PREMISES - RIGHT OF ENTRY (OCT 1996)

Except in case of damage arising out of the willful act or negligence of a Government employee, Lessor shall maintain the premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the lessor under this lease, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

15. 552.270-17 - FAILURE IN PERFORMANCE (AUG 1992)

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payments under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

16. 552.270-33 - DEFAULT BY LESSOR DURING THE TERM (AUG 1992)

(a) Each of the following shall constitute a default by Lessor under this lease:

- (1) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the Contracting Officer or an authorized representative.
- (2) Repeated and unexcused failure by Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all such failures shall have been timely cured pursuant to this clause.

(b) If a default occurs, the Government may, by notice to Lessor, terminate this lease for default and if so terminated, the Government shall be entitled to the damages specified in the Default in Delivery-Time Extensions clause.

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17. 552.270-13 - FIRE AND CASUALTY DAMAGE (AUG 1992)

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days of the fire or other casualty; if so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

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18. 552.270-15 - COMPLIANCE WITH APPLICABLE LAW (AUG 1992)

Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or lessor, or both, of the building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. The Government will comply with all Federal state and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.

19. 552.270-19 - ALTERATIONS (JUNE 1985)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

20. ACCEPTANCE OF SPACE (OCT 1996)

- (a) When the Lessor has completed all alterations, improvements, and repairs necessary to meet the requirements of the lease, the Lessor shall notify the Contracting Officer. The Contracting Officer or designated representative shall promptly inspect the space.
- (b) The Government will accept the space and the lease term will begin after determining that the space is substantially complete and contains the required usable square footage as indicated in the paragraph of this solicitation entitled "Amount and Type of Space."

21. 552.270-16 - INSPECTION - RIGHT OF ENTRY (AUG 1992)

- (a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to: (1) inspecting, sampling and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers; (2) inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises; (3) inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and (4) inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.
- (b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

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22. 552.232-71 - PROMPT PAYMENT (APR 1989)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Payment due date.

- (1) Rental payments. Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
  - (i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
  - (ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
- (2) Other payments. The due date for making payments other than rent shall be the later of the following two events:
  - (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
  - (ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) Invoice and inspection requirements for payments other than rent.

- (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
  - (i) Name and address of the Contractor.
  - (ii) Invoice date.
  - (iii) Lease number.
  - (iv) Government's order number or other authorization.
  - (v) Description, price, and quantity of work or services delivered.
  - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order.)
  - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- (2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) Interest Penalty.

- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
- (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.
- (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance

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with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

23. 552.232-73 - ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1992) (Variation)

- (a) The Government will make payments under this lease by electronic funds transfer (EFT). After award, but no later than 30 days before the first payment, the Lessor shall designate a financial institution for receipt of EFT payments, and shall submit this designation to the Contracting Officer or other Government official, as directed.
- (b) The Lessor shall provide the following information:
  - (1) The lease number to which this notice applies.
  - (2) The American Bankers Association 9-digit identifying number for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.
  - (3) Number of account to which funds are to be deposited.
  - (4) Type of depositor account ("C" for checking, "S" for savings).
  - (5) If the Lessor is a new enrollee to the EFT system, a completed "Payment Information Form," SF 3881.
- (c) In the event the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using EFT procedures, notification of such change and the required information specified in (b), above must be received by the appropriate Government official no later than 30 days prior to the date such change is to become effective.
- (d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Lessor or an authorized representative designated by the Lessor, as well as the Lessor's name and lease number.
- (e) Lessor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

24. 552.232-72 - INVOICE REQUIREMENTS (VARIATION) (APR 1989)

(This clause applies to payments other than rent.)

- (a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or purchase/delivery order.
- (b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the purchase/delivery order.

ACT Number (to be supplied on individual orders)

- (c) If information or documentation in addition to that required by the Prompt Payment clause of this contract is required in connection with an invoice for a particular order, the order will indicate what information or documentation must be submitted.

25. 52.232-23 - ASSIGNMENT OF CLAIMS (JAN 1986)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15 (hereafter referred to as the "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

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26. 552.270-31 - PAYMENT (AUG 1994 ) (VARIATION)

- (a) When space is offered and accepted, the usable square footage delivered will be confirmed by:
- (1) the Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or
  - (2) a mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.
- (b) Payment will not be made for space which is in excess of the amount of usable square footage stated in the lease.
- (c) If it is determined that the amount of usable square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of usable space delivered and the annual rental will be adjusted as follows:

Usable square feet not delivered multiplied by the usable square foot (USF) rate equals the reduction in annual rent. The rate per usable square foot is determined by dividing the total annual rental by the usable square footage set forth in the lease.

USF Not Delivered X Rate per USF = Reduction in Annual Rent.

27. 552.203-5 - COVENANT AGAINST CONTINGENT FEES (FEB 1990)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.
- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

28. 52.203-7 - ANTI-KICKBACK PROCEDURES (JUL 1995)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

- (a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

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"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

- (c)
- (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
  - (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
  - (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
  - (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In the either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
  - (5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

29. 52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost

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employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) The Contractor, if other than an individual, shall— within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - (2) Establish an ongoing drug-free awareness program to inform such employees about—
    - (i) The dangers of drug abuse in the workplace;
    - (ii) The Contractor's policy of maintaining a drug-free workplace;
    - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
  - (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
  - (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
  - (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
    - (i) Taking appropriate personnel action against such employee, up to and including termination; or
    - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

30. 552.203-73 - PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1990)

(Applies to leases which exceed \$100,000.)

- (a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

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- (1) Reduce the monthly rental under this lease by 5 percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover 5 percent of the rental already paid;
- (2) Reduce payments for alterations not included in monthly rental payments by 5 percent of the amount of the alterations agreement; or
- (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis therefor. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

31. 52.215-22 - PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1995)

(Applies when cost or pricing data is required for work or service exceeding \$500,000.)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; *provided*, that the actual subcontract price was not itself affected by defective cost pricing data.

(c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.

(ii) An offset shall not be allowed if—

(A) The understated data was known by the Contractor to be understated when the Certificate or Current Cost or Pricing Data was signed; or

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(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid—

- (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
- (2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

32. 552.270-20 - PROPOSALS FOR ADJUSTMENT (APR 1995)

(a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

(b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following details—

- (1) Material quantities and unit costs;
- (2) Labor costs (identified with specific item or material to be placed or operation to be performed;
- (3) Equipment costs;
- (4) Worker's compensation and public liability insurance;
- (5) Overhead;
- (6) Profit; and
- (7) Employment taxes under FICA and FUTA.

(c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost —

- (1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.804-2);
- (2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.804-4); and
- (3) The agreement for "Price Reduction for Defective Cost or Pricing Data" must be signed and returned (48 CFR 15.804-8).

(d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

33. 552.270-21 - CHANGES (JUL 1995) (VARIATION)

(a) The Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:

- (1) Specifications (including drawings and designs);
- (2) Work or services;
- (3) Facilities or space layout; or
- (4) Amount of space, provided the Lessor consents to the change.

(b) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Contracting Officer shall modify this lease to provide for one or more of the following:

- (1) A modification of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) An equitable adjustment of the annual operating costs per usable square foot specified in this lease.

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- (c) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the lessor from proceeding with the change as directed.
- (d) Absent such written change order, the Government shall not be liable to Lessor under this clause.

34. 552.215-70 - EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services, or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services, or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

35. 52.233-1 - DISPUTES (OCT 1995)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)
  - (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
  - (2)
    - (i) Contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim—
      - (A) Exceeding \$100,000; or
      - (B) Regardless of the amount claimed, when using—
        - (1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or
        - (2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).
    - (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
    - (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
  - (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-

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certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use ADR. If the Contractor refuses an offer for alternative disputes resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

36. 52.222-26 - EQUAL OPPORTUNITY (APR 1984)

- (a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- (b) During performing this contract, the Contractor agrees as follows:
  - (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
  - (2) The Contractor shall take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.
  - (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
  - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
  - (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
  - (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.
  - (8) The Contractor shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purpose of investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.

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- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
- (11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

37. 52.222-35 - AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984) (DEVIATION)

(a) Definitions.

"Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

"Positions that will be filled from within the Contractor's organization," as used in this clause, means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings that the Contractor proposes to fill from regularly establish "recall" lists.

"Employment openings," as used in this clause, includes full-time employment, temporary employment of over 3 days, and part-time employment, but does not include (1) executive and top management positions, (2) positions that will be filled from within the Contractor's organization or under a customary and traditional employer-union hiring arrangement, or (3) openings in an educational institution that are restricted to students of that institution.

(b) General.

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a special disabled or Vietnam era veteran. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam era veterans without discrimination based upon their disability or veterans' status in all employment practices such as--
- (i) Employment;
  - (ii) Upgrading;
  - (iii) Demotion or transfer;
  - (iv) Recruitment;
  - (v) Advertising;
  - (vi) Layoff or termination;
  - (vii) Rates of pay or other forms of compensation; and
  - (viii) Selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings.

- (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any contractor facility, including one not connected with

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performing this contract. An independent corporate affiliate is exempt from this requirement.

- (2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their openings with the appropriate office of the State employment service.
- (3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.
- (5) Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when (i) the Government's needs cannot reasonably be supplied, (ii) listing would be contrary to National security, or (iii) the requirement of listing would not be in the Government's interest.

(d) Applicability.

- (1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.
- (2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(e) Postings.

- (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam era veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

38. 52.222-36 - AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)

(a) General.

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental handicap. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as—
  - (i) Employment;

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- (ii) Upgrading;
  - (iii) Demotion or transfer;
  - (iv) Recruitment;
  - (v) Advertising;
  - (vi) Layoff or termination;
  - (vii) Rates of pay or other forms of compensation; and
  - (viii) Selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended.

(b) Postings.

- (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped individuals and (ii) the rights of applicants and employees.
  - (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.
  - (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified physically and mentally handicapped individuals.
- (c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$2,500 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

39. 52.222-37 - EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1988)

- (a) The Contractor shall report at least annually, as required by the Secretary of Labor, on:
- (1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and
  - (2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.
- (b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."
- (c) Reports shall be submitted no later than March 31 of each year beginning March 31, 1988.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1 of the year the report is due, or (2) as of December 31, if the Contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment, and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.

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- (f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

40. 52.209-6 - PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 1995)

- (a) The Government suspends or debar Contractors to protect the Government's interests. Contractors shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that has been debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended or proposed for debarment (See FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:
- (1) The name of the subcontractor,
  - (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs;
  - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs;
  - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

41. 52.215-24 - SUBCONTRACTOR COST OR PRICING DATA (OCT 1995)

(Applies when the clause 52.215-22 is applicable.)

- (a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1), on the date of agreement on price or the date of award, which ever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1), the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.804-1 applies.
- (b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection 15.804-4 of the Federal Acquisition Regulation (FAR) that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1), when entered into, the Contractor shall insert either—
- (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or
  - (2) The substance of the clause at FAR 52.215-25, Subcontractor Cost or Pricing Data—Modifications.

42. 52.219-8 - UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (JUN 1997)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

- (a) It is the policy of the United States that small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of

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their subcontracts with small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals and small business concerns owned and controlled by women.

- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (c) As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern (1) which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 per centum of the stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124. The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act. The Contractor shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations.
- (d) The term "small business concerns owned and controlled by women" shall mean a small business concern –
  - (1) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and
  - (2) Whose management and daily business operations are controlled by one or more women; and
- (e) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals or a small business concern owned and controlled by women.

43. 52.219-9 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (AUG 1996)

(Applies to leases which exceed \$500,000.)

- (a) This clause does not apply to small business concerns.
- (b) "Commercial product," as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.  
  
"Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.
- (c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, which separately addresses subcontracting with small business concerns, with small disadvantaged business concerns and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business concerns, small disadvantaged business concerns, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the

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time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business concerns, small disadvantaged business concerns and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.
- (2) A statement of—
  - (i) Total dollars planned to be subcontracted;
  - (ii) Total dollars planned to be subcontracted to small business concerns;
  - (iii) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
  - (iv) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to (i) small business concerns, (ii) small disadvantaged business concerns and (iii) women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Automated Source System (PASS) of the Small Business Administration, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, small disadvantaged and women-owned small business concerns trade associations). A firm may rely on the information contained in PASS as an accurate representation of a concern's size and ownership characteristics for purposes of maintaining a small business source list. A firm may rely on PASS as a small business source list. Use of the PASS as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns, (ii) small disadvantaged business concerns, and (iii) women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause in this contract entitled "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan agreed to by the offeror.
- (10) Assurances that the offeror will (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms, and (iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.
- (11) A recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small, small disadvantaged and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
  - (i) Source lists (e.g., PASS), guides, and other data that identify small, small disadvantaged and women-owned small business concerns.
  - (ii) Organizations contacted in an attempt to locate sources that are small, small disadvantaged or women-owned small business concerns.
  - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (A) whether small business concerns were solicited and if not, why not, (B) whether small disadvantaged business concerns were solicited and if not, why not, (C) whether women-owned small business concerns were

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- solicited and if not, why not, and (D) if applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact (A) trade associations, (B) business development organizations, and (C) conferences and trade fairs to locate small, small disadvantaged and women-owned small business sources.
  - (v) Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc., and (B) monitoring performance to evaluate compliance with the program's requirements.
  - (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small, small disadvantaged and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small, small disadvantaged and women-owned small business subcontractors are excessively long, reasonable efforts shall be made to give all such small business concerns an opportunity to compete over a period of time.
  - (2) Provide adequate and timely consideration of the potentialities of small, small disadvantaged and women-owned small business concerns in all "make-or-buy" decisions.
  - (3) Counsel and discuss subcontracting opportunities with representatives of small, small disadvantaged and women-owned small business firms.
  - (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided, (1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) (1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrence of the Contracting Officer, submit one company-wide or division-wide annual plan.
- (2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year, or by an agency satisfactory to the Contracting Officer.
- (3) The approved plan shall remain in effect during the offeror's fiscal year for all of the offeror's commercial products.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

#### 44. 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (OCT 1995)

- (a) *Failure to make a good faith effort to comply with the subcontracting plan*, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) If, at contract completion, or in the case of a commercial products plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals

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and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small, Small Disadvantage and Women-Owned Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply, shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal or, in the case of a commercial products plan, that portion of the dollar amount allocable to Government contracts by which the Contractor failed to achieve each subcontract goal.

- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial products plans; i.e., company-wide or division-wide subcontracting plans approved under paragraph (g) of the clause in this contract entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," the Contracting Officer of the agency that originally approved the plan will exercise the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial products plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

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REPRESENTATIONS AND CERTIFICATIONS (Acquisition of Leasehold Interests in Real Property)	Solicitation Number 14856	Dated May 10, 2007
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Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$17.5 Million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The Offeror represents as part of its offer that it ☐ is, ☒ is not a small business concern.
- (2) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, for general statistical purposes, that it ☐ is, ☒ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☒ is not a women-owned small business concern.
- (4) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☒ is not a veteran-owned small business concern.
- (5) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☒ is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that—
- (i) It ☐ is, ☒ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ☐ is, ☒ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision—

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—
- (i) Not less than 51 percent of which is owned by one or more service-disabled

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- veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
- (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

2. 52.204-5 - WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

- (a) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) *Representation.* [Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The Offeror represents that it [ ] is a women-owned business concern.

3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable to leases over \$10,000.)

The Offeror represents that—

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- (a) It ☐ has, ☒ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☒ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

4. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable to leases over \$10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that—

- (a) It ☐ has developed and has on file, ☒ has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☒ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

5. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

(a) The Offeror certifies that—

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above  
Mike Kelly, Chief Financial Officer [Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

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6. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(Applicable to leases over \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, —
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

7. 52.209-6 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
- (i) The Offeror and/or any of its Principals—
- (A) Are ☐ are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have ☐ have not ☒ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) The Offeror has ☐ has not ☒ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within

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a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### 8. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

##### (a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.
- (d) Taxpayer Identification Number (TIN).
  - ☒ TIN: (b) (4)
  - ☐ TIN has been applied for.
  - ☐ TIN is not required because:
    - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
    - ☐ Offeror is an agency or instrumentality of a foreign government;

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Internet at <http://www.ccr.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

Registration is active. Yes ☐ No ☐ Will register ☒

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) <i>John Chambers</i> <i>518 17th St. Ste 1850</i> <i>Denver, CO 80202</i> <div style="background-color: black; color: red; text-align: center;">(b) (6)</div> Signature	TELEPHONE NUMBER <i>303 597-0421</i>  <i>3/27/07</i> Date
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LOCATION: 501 663 5408

RX TIME 04/26 '07 09:16

☐ Offeror is an agency or instrumentality of the Federal government;

(e) *Type of organization.*

- |   |  |
|---|--|
| <input type="checkbox"/> Sole proprietorship;               | <input type="checkbox"/> Government entity (Federal, State, or local);   |
| <input type="checkbox"/> Partnership;                       | <input type="checkbox"/> Foreign government;                             |
| <input type="checkbox"/> Corporate entity (not tax-exempt); | <input type="checkbox"/> International organization per 26 CFR 1.6049-4; |
| <input type="checkbox"/> Corporate entity (tax-exempt);     | <input type="checkbox"/> Other _____                                     |

(f) *Common Parent.*

☒ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

9. **52.204-6 – Data Universal Numbering System (DUNS) Number (OCT 2003)**

(a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An Offeror may obtain a DUNS number—

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The Offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and zip code.
- (iv) Company mailing address, city, state and zip code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

10. **DUNS NUMBER (JUN 2004)**

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS # In process

11. **CENTRAL CONTRACTOR REGISTRATION (JUN 2004)**

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the

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# LEGAL DESCRIPTION EXHIBIT A-1

## LEGAL DESCRIPTION PAGE 1 OF 5 PAGES

The Southeast 1/4 of the Northwest 1/4 and part of the Northeast 1/4, all in Section 9, Township 1 North, Range 13 West and part of the Southeast 1/4 of the Southeast 1/4 of Section 4, Township 1 North, Range 13 West, Pulaski County, Arkansas, more particularly described as follows:

Beginning at the Southeast corner of the Northwest 1/4 of said Section 9; thence North 88 degrees 03 minutes 19 seconds West along the South line of the Northwest 1/4 a distance of 1319.24 feet to the Southwest corner of said Southeast 1/4 Northwest 1/4; thence North 01 degrees 55 minutes 42 seconds East 1329.84 feet to the Northwest corner of said Southeast 1/4 Northwest 1/4; thence South 88 degrees 10 minutes 34 seconds East 1321.38 feet to the Northeast corner of said Southeast 1/4 Northwest 1/4; thence South 87 degrees 48 minutes 07 seconds East 165.81 feet; thence North 02 degrees 45 minutes 47 seconds East 1284.09 feet to the said South right of way line of Kanis Road; thence South 87 degrees 12 minutes 10 seconds East along said South right of way line 558.37 feet; thence continuing along said South right of way line along a curve to the left having a radius of 330.00 feet, a chord which bears North 80 degrees 36 minutes 06 seconds East 140.15 feet, an arc distance of 141.22 feet to a point on the North line of said Section 9; thence South 87 degrees 13 minutes 14 seconds East along said North line 588.22 feet; thence South 28 degrees 40 minutes 26 seconds East 272.91 feet; thence North 47 degrees 58 minutes 39 seconds East 327.77 feet to a point on the North line of said Section 9; thence North 15 degrees 03 minutes 17 seconds East 111.72 feet to a point on the South right of way line of Kanis Road; thence along said South right of way line along a curve to the right having a radius of 658.17 feet, a chord which bears South 58 degrees 06 minutes 35 seconds East 55.93 feet, an arc distance of 55.95 feet; thence South 55 degrees 23 minutes 20 seconds East along said South right of way line 126.59 feet; thence continuing along said South right of way line along a curve to the left having a radius of 300.63 feet, a chord which bears South 58 degrees 50 minutes 12 seconds East 32.55 feet, an arc distance of 32.56 feet to a point on the North line of said Section 9; thence South 86 degrees 23 minutes 48 seconds East along said North line 25.94 feet to a point on the South right of way line of Kanis Road; thence along said right of way line along a curve to the left having a radius of 390.00 feet, a chord which bears South 75 degrees 58 minutes 49 seconds East 152.72 feet an arc distance of 153.71 feet; thence continuing along said South right of way line South 87 degrees 13 minutes 05 seconds East 270.52 feet; thence South 50 degrees 08 minutes 35 seconds East 54.93 feet to the West right of way line of Shackleford Road; thence South 02 degrees 07 minutes 00 seconds West 928.25 feet; thence continuing along said West right of way line South 00 degrees 31 minutes 51 seconds East 72.47 feet to the Northeast corner of Koger Executive Center Unit I as recorded in Plat Book A, Page 895; thence North 87 degrees 49 minutes 22 seconds West along the North line of said Koger Executive Center 373.30 feet; thence continuing along said North line North 71 degrees 46 minutes 06 seconds West 504.58 feet; thence continuing along said North line South 68 degrees 08 minutes 10 seconds West 514.81 feet; thence South 89 degrees 50 minutes 38 seconds West 160.10 feet; thence South 00 degrees 32 minutes 00 seconds East 70.00 feet; thence South 02 degrees 20 minutes 01 seconds West 463.00 feet; thence along a curve to the left having a radius of 930.00 feet, a chord which bears South 13 degrees 10 minutes 00 seconds East 497.10 feet, an arc distance of 503.22 feet; thence South 28 degrees 37 minutes 39 seconds East 357.83 feet; thence South 17 degrees 24 minutes 51 seconds East 28.64 feet; thence along a curve to the left having a radius of 25.00 feet, a chord which bears North 66 degrees 28 minutes 57 seconds West 37.00 feet, an arc distance of 41.66 feet; thence along a curve to the right having a radius of 325.00 feet, a chord which bears South 79 degrees 17 minutes 26 seconds West 148.00 feet, an arc distance of 149.30 feet; thence North 87 degrees 35 minutes 59 seconds West 35.92 feet; thence South 02 degrees 24 minutes 01 seconds West 117.86 feet to a point on the South line of the North 1/2 of Section 9; thence North 87 degrees 33 minutes 14 seconds West along said South line 1159.63 feet to the point of beginning, which includes all lots in the replat of Roosevelt

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EXHIBIT A

LEGAL DESCRIPTION PAGE 2 OF 5 PAGES

Park Addition to the City of Little Rock, less and except the following described Lots, to-wit: S1/2 of Lot 9, Block 18; Lots 11 and 12, Block 51, and Lot 5, Block 52.

Less and except lands contained in partial release recorded as Instrument No. 86-50495, release 87-19354, 87-19355, 87-19356, (Shackleford West Boulevard and Centerview Drive right of way description) described as follows:

Part of the Northeast 1/4 of Section 9, Township 1 North, Range 13 West, Pulaski County, Arkansas, more particularly described as follows: Starting at the Northeast corner of said Section 9; thence South 43 degrees 45 minutes 44 seconds West 82.71 feet to a point on the West right of way line of Shackleford Road; thence South 02 degrees 07 minutes 00 seconds West along said West right of way line 503.25 feet to the point of beginning; thence continuing South 02 degrees 07 minutes 00 seconds West along said West right of way line 150.00 feet; thence along a curve to the left, having a radius of 40.00 feet, an arc distance of 62.83 feet, and a chord which bears North 42 degrees 50 minutes 45 seconds West 56.57 feet; thence North 87 degrees 50 minutes 45 seconds West 11.55 feet; thence along a curve to the right, having a radius of 1095.89 feet, an arc distance of 225.20 feet, and a chord which bears North 81 degrees 57 minutes 32 seconds West 224.80 feet; thence North 71 degrees 11 minutes 23 seconds West 192.59 feet; thence North 71 degrees 45 minutes 01 seconds West 178.34 feet; thence along a curve to the left, having a radius of 572.87 feet, an arc distance of 400.90 feet, and a chord which bears South 88 degrees 12 minutes 07 seconds West 392.77 feet; thence South 68 degrees 09 minutes 15 seconds West 398.38 feet; thence along a curve to the left, having a radius of 985.00 feet, an arc distance of 120.24 feet, and a chord which bears South 64 degrees 39 minutes 25 seconds West 120.17 feet; thence along a curve to the left, having a radius of 40.00 feet, an arc distance of 61.42 feet, and a chord which bears South 17 degrees 00 minutes 09 seconds West 55.56 feet; thence along a curve to the right having a radius of 660.10 feet, an arc distance of 304.76 feet, and a chord which bears South 13 degrees 45 minutes 25 seconds East 302.06 feet to the Northwest corner of Lot 4, Koger Executive Center as recorded in Plat Book A Page 895; thence South 89 degrees 50 minutes 37 seconds West 60.00 feet; thence along a curve to the left having a radius of 600.10 feet, an arc distance of 444.72 feet and a chord which bears North 21 degrees 47 minutes 55 seconds West 434.62 feet; thence North 42 degrees 58 minutes 34 seconds West 365.05 feet; thence along a curve to the right having a radius of 503.00 feet, an arc distance of 402.13 feet and a chord which bears North 20 degrees 02 minutes 52 seconds West 391.51 feet; thence North 02 degrees 51 minutes 50 seconds East 68.18 feet; thence along a curve to the left having a radius of 40.00 feet, an arc distance of 62.83 feet and a chord which bears North 42 degrees 08 minutes 10 seconds West 56.57 feet; thence North 02 degrees 51 minutes 50 seconds East 9.83 feet to the South right of way line of Kanis Road; thence South 87 degrees 12 minutes 10 seconds East along said South right of way line 140.00 feet; thence South 02 degrees 51 minutes 50 seconds West 9.91 feet; thence along a curve to the left having a radius of 40.00 feet an arc distance of 62.83 feet and a chord which bears South 47 degrees 51 minutes 50 seconds West 56.57 feet; thence South 02 degrees 51 minutes 50 seconds West 68.18 feet; thence along a curve to the left having a radius of 443.00 feet, an arc distance of 354.12 feet and a chord which bears South 20 degrees 02 minutes 49 seconds East 344.77 feet; thence South 42 degrees 58 minutes 34 seconds East 365.04 feet; thence along a curve to the right having a radius of 660.10 feet, an arc distance of 52.31 feet and a chord which bears South 40 degrees 44 minutes 23 seconds East 52.30 feet; thence along a curve to the left, having a radius of 40.00 feet, an arc distance of 56.50 feet, and a chord which bears South 78 degrees 55 minutes 58 seconds East 51.92 feet; thence along a curve to the right, having a radius of 1045.00 feet, an arc distance of 136.60 feet, and a chord which bears North 64 degrees 24 minutes 34 seconds East 136.51 feet; thence North

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68 degrees 09 minutes 15 seconds East 398.38 feet; thence along a curve to the right, having a radius of 632.88 feet, an arc distance of 442.89 feet, and a chord which bears North 88 degrees 12 minutes 07 seconds East 433.91 feet; thence South 71 degrees 45 minutes 01 seconds East 178.34 feet; thence South 74 degrees 10 minutes 14 seconds East 187.47 feet; thence along a curve to the left, having a radius of 1025.89 feet, an arc distance of 210.81 feet, and a chord which bears South 81 degrees 57 minutes 32 seconds East 210.44 feet; thence South 87 degrees 50 minutes 45 seconds East 11.50 feet; thence along a curve to the left, having a radius of 40.00 feet, an arc distance of 62.77 feet, and a chord which bears North 47 degrees 07 minutes 11 seconds East 56.53 feet to the point of beginning.

And Less and Except; lands contained in partial release recorded as Instrument No. 86-80961 described as follows: Part of the Northeast 1/4 of Section 9, Township 1 North, Range 13 West, Pulaski County, Arkansas, being more particularly described as follows: Starting at the Northeast corner of the Northeast 1/4 of Section 9; thence South 43 degrees 45 minutes 44 seconds West 82.71 feet to a point on the Westerly right of way line of Shackelford Road (R/W Varies); thence South 02 degrees 07 minutes 00 seconds West along the said West right of way line 928.25 feet; thence continuing along said West right of way line South 00 degrees 31 minutes 51 seconds East 72.47 feet to the Northeast corner of Koger Executive Center Unit I as recorded in Plat Book A, Page 895; thence North 87 degrees 49 minutes 22 seconds West along the North line of said Koger Executive Center 373.30 feet; thence continuing along said North line North 71 degrees 46 minutes 06 seconds West 504.58 feet; thence continuing along said North line South 68 degrees 08 minutes 10 seconds West 514.81 feet; thence South 89 degrees 50 minutes 38 seconds West along the said North line 160.10 feet to the point of beginning; thence South 00 degrees 32 minutes 00 seconds East along the said Westerly right of way line 70.00 feet; thence South 02 degrees 20 minutes 01 seconds West along the said Westerly right of way line 463.00 feet; thence along the said Westerly right of way line on a curve to the left having a radius of 930.00 feet, an arc length of 417.00 feet and a chord which bears South 10 degrees 30 minutes 38 seconds East 413.52 feet; thence North 87 degrees 37 minutes 02 seconds West 549.43 feet; thence North 36 degrees 35 minutes 02 seconds West 344.25 feet; thence South 51 degrees 20 minutes 00 seconds West 311.88 feet; thence North 27 degrees 31 minutes 22 seconds West 555.11 feet; thence North 01 degrees 30 minutes 36 seconds East 241.08 feet to a point on the North line of the Southeast 1/4 of the Northwest 1/4; thence South 88 degrees 10 minutes 34 seconds East along the said North line 133.90 feet to the Northeast corner of the said Southeast 1/4 of the Northwest 1/4; thence South 87 degrees 48 minutes 07 seconds East 165.81 feet; thence North 02 degrees 45 minutes 47 seconds East 565.10 feet; thence South 87 degrees 14 minutes 13 seconds East 180.00 feet; thence North 50 degrees 05 minutes 54 seconds East 355.55 feet to the Westerly right of way line of Centerview Drive (60' R/W); thence along the said Westerly right of way line on a curve to the left having a radius of 503.00 feet, an arc length of 1.49 feet and a chord which bears South 42 degrees 51 minutes 57 seconds East 1.49 feet; thence South 42 degrees 58 minutes 34 seconds East along the said Westerly right of way line 365.05 feet; thence along the said Westerly right of way line on a curve to the right having radius of 600.10 feet, an arc length of 444.73 feet and a chord which bears South 21 degrees 47 minutes 55 seconds East 434.62 feet to the point of beginning.

And Less and except; lands contained in partial release recorded as Instrument No. 89-35984, described as follows: Part of the Northeast 1/4 of the Northeast 1/4 of Section 9 and part of the Southeast 1/4 of the Southeast 1/4 of Section 4, all in Township 1 North, Range 13 West, Pulaski County, Arkansas, being more particularly described as follows: Starting at the Northeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 9; thence South 43 degrees 45 minutes 44 seconds West 82.71 feet to the point of beginning on the West right

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of way line of Shackleford road (R/W Varies); thence South 02 degrees 07 minutes 00 seconds West along the said Westerly right of way line 503.25 feet; thence along a curve to the right having a radius of 40.00 feet, an arc length of 62.77 feet and a chord which bears South 47 degrees 07 minutes 11 seconds West 56.53 feet to a point on the Northerly right of way line of Shackleford West Boulevard (R/W Varies); thence North 87 degrees 50 minutes 45 seconds West along the said Northerly right of way line 11.50 feet; thence along the Northerly right of way line on a curve to the right having a radius of 1025.89 feet, an arc length of 210.81 feet and a chord which bears North 81 degrees 57 minutes 32 seconds West 210.44 feet; thence North 74 degrees 10 minutes 14 seconds West along the said Northerly right of way line 169.05 feet; thence North 02 degrees 04 minutes 02 seconds East 535.71 feet to a point on the Southerly right of way line of Kanis Road (R/W Varies); thence along the Southerly right of way line on a curve to the left having a radius of 390.00 feet, an arc length of 113.30 feet, and a chord which bears South 78 degrees 56 minutes 55 seconds East 112.91 feet; thence South 87 degrees 13 minutes 05 seconds East along the said Southerly right of way line 270.52 feet; thence South 50 degrees 08 minutes 35 seconds East 54.93 feet to the point of beginning.

And less and except; lands contained in partial release recorded as Instrument No. 88-67970, 88-67971, 89-35984 and amendment, modification and correction of partial release of lien No. 89-35985, described as follows: Part of the Northeast 1/4 of Section 9, Township 1 North, Range 13 West, Pulaski County, Arkansas, being more particularly described as follows: Starting at the Northeast corner of the Northeast 1/4 of Section 9; thence South 43 degrees 45 minutes 44 seconds West 82.71 feet to a point on the Westerly right of way line of Shackleford Road (R/W Varies); thence South 02 degrees 07 minutes 00 seconds West along the said West right of way line 928.25 feet; thence continuing along said West right of way line South 00 degrees 31 minutes 51 seconds East 72.47 feet to the Northeast corner of Koger Executive Center Unit I as recorded in Plat Book A, Page 895; thence North 87 degrees 49 minutes 22 seconds West along the North line of said Koger Executive Center 373.30 feet; thence continuing along said North line North 71 degrees 46 minutes 06 seconds West 504.58 feet to the point of beginning; thence continuing along said North line South 68 degrees 08 minutes 10 seconds West 514.81 feet; thence South 89 degrees 50 minutes 38 seconds West along the said North line 160.10 feet to the Easterly right of way line of Centerview Drive (60' R/W); thence along the Easterly right of way line on a curve to the left having a radius of 660.10 feet, an arc length of 304.76 feet and a chord which bears North 13 degrees 45 minutes 25 seconds West 302.06 feet; thence along a curve to the right having a radius of 40.00 feet, an arc length of 61.42 feet and a chord which bears North 17 degrees 00 minutes 09 seconds East 55.56 feet to the Southerly right of way line of Shackleford West Boulevard (60' R/W); thence along the Southerly right of way line on a curve to the right having a radius of 985.00 feet, an arc length of 120.24 feet and a chord which bears North 64 degrees 39 minutes 25 seconds East 120.17 feet; thence North 68 degrees 09 minutes 15 seconds East along the said Southerly right of way line 398.38 feet; thence along the said Southerly right of way line on a curve to the right having a radius of 572.88 feet, an arc length of 122.94 feet and a chord which bears North 74 degrees 18 minutes 02 seconds East 122.71 feet; thence South 05 degrees 26 minutes 59 seconds East 389.18 feet to the point of beginning.

And less and except; land contained in partial release recorded as Instrument No. 87-19354, 87-19355 and 87-19356 described as follows: Part of the Northeast 1/4 of Section 9, Township 1 North, Range 13 West, Pulaski County, Arkansas, being more particularly described as follows: Starting at the Northeast corner of said Section 9; thence South 43 degrees 45 minutes 44 seconds West 82.71 feet to the West right of way line of Shackleford Road; thence South 02 degrees 07 minutes 00 seconds West along said West right of way line 653.25 feet to the point of

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beginning; thence South 02 degrees 07 minutes 00 seconds West along said west right of way line 65.00 feet; thence North 87 degrees 53 minutes 00 seconds West 10.00 feet; thence North 58 degrees 15 minutes 36 seconds West 210.95 feet; thence North 09 degrees 31 minutes 27 seconds East 10.00 feet to a point on the South right of way line of Shackleford West Boulevard; thence along the said South right of way line on a curve to the left having a radius of 1095.89 feet, an arc length of 140.95 feet and a chord which bears South 84 degrees 09 minutes 30 seconds East 140.86 feet; thence South 87 degrees 50 minutes 45 seconds East along said South right of way line 11.55 feet; thence South 42 degrees 50 minutes 45 seconds East 56.57 feet to the point of beginning.

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# **SOLICITATION FOR OFFERS**

## **THE GENERAL SERVICES ADMINISTRATION**

**SPECIAL SERVICES DIVISION**

**819 TAYLOR STREET, ROOM 11A01**

**FORT WORTH, TEXAS 76102**

**NAME:** Tina Jaegerman

**TITLE:** Contracting Officer

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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## **1.0 SUMMARY**

### **1.1. AMOUNT AND TYPE OF SPACE (JAN 1997)**

- (a) The General Services Administration (GSA) is interested in leasing approximately **96,758** Rentable square feet of space. The Rentable space must yield a minimum of **84,138** BOMA Usable Square Feet (as defined elsewhere in this solicitation) to a maximum of **88,345** BOMA Usable Square Feet, available for use by Tenant for personnel, furnishings, and equipment.
- (b) Offers must be for space located in a quality designed building of sound and substantial construction as described in this solicitation for offers, have a potential for efficient layout. For purposes of this solicitation, the definition of BOMA Usable Square Feet is in the paragraph entitled "BOMA Usable Square Feet" in the Miscellaneous section of this solicitation.
- (c) To demonstrate potential for efficient layout, offerors may be requested to provide layouts when the design offered contains certain features like:
- atriums, light wells or other areas interrupting contiguous spaces
  - extremely long, narrow runs of space
  - irregular space configurations, or
  - other unusual building features.

The Government will advise the offeror if the layout demonstrates that the Government's requirement cannot be accommodated within the space offered. The offeror will have the option of increasing the BOMA Usable square footage offered provided that it does not exceed the maximum BOMA Usable square footage in the solicitation. If the offeror is already providing the maximum BOMA Usable square footage and cannot house the Government's space requirements, then the Government will advise the offeror that the offer is unacceptable.

- (d) Unless otherwise noted, all references in this solicitation to square feet shall mean BOMA Usable Square Feet.

### **1.2. AREA OF CONSIDERATION**

See attached legal description and option to purchase for the 7 acre site located at the north east corner of Shackleford West and Centerview Drive in West Little Rock, Arkansas. No other location will be considered.

### **1.3. UNIQUE REQUIREMENTS**

- (a) A 100 foot set back is required for this office building (see Special FBI Requirements, paragraph 9.2).
- (b) There are 106 secured /inside parking spaces and 15 outside parking spaces required for this building which are not to be considered as part of the city code required parking (see Special FBI Requirements). Parking for other than employees shall be located outside of the 100 foot setback.
- (c) Certain portions of the occupiable square footage will be for the Automotive/Electrical Communications and Processing Facility (See Special FBI Requirement Paragraph 103a-103x).
- (d) The successful offeror will be required to exercise the "Option to Purchase Agreement" attached to the SFO, as Exhibit A, within 60 days of award. The Government has furnished a Topographic and Boundary Survey with the request for the Phase I submittal (paragraph 2.2.1). Title Commitment will be given at award of the lease.
- (e) The Government will do calculations which demonstrate that the present value of the net operating income over the life of the lease does not exceed 90% of the fair market value of the asset. Net operating income is derived by subtracting operating expenses (Line 27, GSA Form 1217, Lessor's Annual Cost Statement), property taxes, insurance, lessor's management and building maintenance, and reserves for replacement (1% of gross annual rental) from the gross annual rent. If said calculation is 90% or less of projected costs, then award may be made. The rent cap for this project is \$21.50. This cap has been done by the Government in order to satisfy this requirement to make it an operating lease.
- (f) The successful offeror is responsible to conform with the covenants and deed restrictions that apply to the selected site. Said covenants are available upon request to the Contracting Officer.

### **1.4. LEASE TERM**

The lease is for 20 years from the date of Government acceptance.

### **1.5. OFFER DUE DATE**

Phase I offers are due by 5:00 p.m. Central Standard Time on July 23, 1999, and must remain open until the Competitive Range is established or the offer is terminated in writing by the Offeror to the Contracting Officer. Establishment of the Competitive Range is expected within 2 months of the phase I offer due date. Award of the lease is anticipated within 6 months of the phase I offer due date. Please refer to GSA Form 3516, Solicitation Provisions; 552.2701(c) Late Submissions, Modifications, and withdrawals of Offers, for the detail regarding how offers received after the time and date above will be handled.

### **1.6. OCCUPANCY DATE**

Occupancy is required March 1, 2001.

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**1.7. HOW TO OFFER (JAN 1997)**

- (a) Offers are to be submitted to the Contracting Officer at:  
General Services Administration  
Public Buildings Service  
Attn: Tina Jaegerman (7PTA)  
819 Taylor Street  
Fort Worth, TX 76102

Responses to the solicitation for offers will be evaluated using a two-phase process. Phase one will evaluate and rank the offeror submissions regarding the Project Team's experience and past performance as described in Section 2.2.1, Phase I Evaluation, of this solicitation. Offers that do not make the top five team submissions, which is hereby referred to as the competitive range (FAR15.306), will not be acceptable for this procurement and eliminated with out further consideration. Those top five acceptable submissions will be invited to participate in phase II of the procurement and asked to submit proposals which will be evaluated in accordance with Section 2.2.2, 2.2.3 and 2.2.4, Phase II Evaluation, of this Solicitation. In addition to the information required by Section 2 of this SFO, Phase II submittals shall also include GSA Form 1364, Proposal to Lease Space, and GSA Form 1217, Lessor's Annual Cost Statement, initialed GSA Form 3517a, General Clauses, completed and initialed GSA Form 3518, Representations and Certifications.

**1.8. PLANS WITH OFFER (JAN 1997)(Phase II)**

All plans submitted for consideration must be Computer-Aided Design (CAD) files in the AutoCAD Release 14 (or later) .dwg format. Clean and purged files are to be submitted on 3½ inch high density diskettes, or, if approved by the Contracting Officer, on CD-ROM or QIC (¼ inch Cartridge) tape. All submissions must be accompanied with a written matrix indicating the layering standard used to ensure all information is recoverable. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. All architectural features of the space must be accurately shown.

**1.9. NEGOTIATIONS (JAN 1997)**

- (a) The Government reserves the right to award a lease pursuant to this solicitation based on initial offers during phase II of the procurement. If no such award is made, negotiations will be conducted on behalf of the Government by the GSA Contracting Officer or other authorized representative. The GSA Contracting Officer is named on the cover of this solicitation. GSA will negotiate rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.
- (b) The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of Federal agencies other than the Contracting Officer or designee.
- (c) The Contracting Officer will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of other factors as stated in paragraph 2.2.1 of this solicitation and will include a maximum of 5 offers therefore providing a reasonable chance of being selected for award.
- (d) Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offers that may result from the negotiations. Negotiations will be closed with submission of "Final Proposal Revisions".

**1.10. PRICE EVALUATION (PRESENT VALUE) (JAN 1997) (PHASE II)**

- (a) If annual CPI adjustments in operating expenses are included, Offerors are required to submit their offers with the total "gross" annual price per rentable square foot and a breakout of the "base" price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price.
- (b) Offerors are required to submit plans and any other information to demonstrate that the rentable space yields BOMA Usable space within the required BOMA Usable range. The Government will verify the amount of BOMA Usable square footage and convert the rentable prices offered to BOMA Usable prices, which will subsequently be used in the price evaluation.
- (c) If the offer includes annual adjustments in operating expenses, the base price per BOMA Usable square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.
- (d) Evaluation of offers will be on the basis of the annual price per BOMA Usable square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per BOMA Usable square foot to a composite annual BOMA Usable square foot price, as follows:
- (1) Parking and wareyard areas will be excluded from the total square footage, but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
  - (2) If annual adjustments in operating expenses will not be made, the gross annual per square foot price will be discounted annually at 8 percent to yield a gross present value cost (PVC) per square foot.
  - (3) If annual adjustments in operating expenses will be made, the annual per square foot price, minus the base cost of operating expenses, will be discounted annually at 8 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 4 percent compounded annually and discounted annually at 8 percent, then added to the net PVC to yield the gross PVC.

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(4) To the gross PVC will be added:

- The cost of Government provided services not included in the rental escalated at 4 percent compounded annually and discounted annually at 8 percent.
- The annualized (over the full term) per BOMA Usable square foot cost of any items which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)

(5) The sum of either (2) and (4) or (3) and (4), above, will be the per BOMA Usable square foot present value of the offer for price evaluation purposes.

#### 1.11. ACCESSIBILITY (JAN 1997)

- (a) All offers received in response to this solicitation will be evaluated to determine whether the offers fully meet the accessibility requirements for new construction of the Americans With Disabilities Act Accessibility Guidelines (ADAAG) (36 CFR Part 36, App. A) and the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations Amendment D-88, 54 FR 12627, March 28, 1989). If any offers are received which fully meet accessibility requirements of new construction, then other offers which do not fully meet these requirements will not be considered. Where standards conflict, the more stringent shall apply.
- (b) FULL COMPLIANCE:  
"Fully meets" as used herein means the offer fully complies with the ADAAG and/or UFAS requirements for Parking and Loading Zones, Accessible Route, Entrance and Egress, Ramps, Stairs, Handrails, Doors, Elevators, Telephones, Controls, Signage, Alarms, Drinking Fountains, Storage Facilities, Seating and Work Stations, Assembly Areas, and Toilet Rooms.
- (c) SUBSTANTIAL COMPLIANCE:  
In accordance with ADAAG and UFAS, if no offer is received which fully meets accessibility requirements for new construction, but an offer(s) is received which substantially meets these requirements, then other offers which do not substantially meet these requirements will not be considered. "Substantially meets" as used herein with respect to the accessibility requirements means the offer fully complies with the ADAAG and UFAS requirements for Automobile Parking and Loading Zones, Accessible Route, Entrance and Egress, Doors, Drinking Fountains, Toilet Rooms and the space has at least one elevator where necessary for route.
- (d) LESS THAN SUBSTANTIAL COMPLIANCE:  
In accordance with ADAAG and UFAS, if no offer is received which either fully or substantially meets the accessibility requirements of new construction, consideration will be given only to offers which meet the following minimum requirements:
- (1) At least one accessible route shall be provided from an accessible entrance to the leased space and all required accessible areas. At least one interior means of vertical access shall be provided. Elevators shall have complying Controls and Signage.
  - (2) If parking is provided, then accessible spaces shall be included.
  - (3) Accessible toilet rooms shall be provided as follows:
    - (i) Where more than one toilet room for each sex is provided on a floor on which the Government leases space, at least one toilet room for each sex on that floor shall be accessible.
    - (ii) Where only one toilet room for each sex is provided on a floor on which the Government leases space, either one unisex toilet room or one toilet room for each sex on that floor shall be accessible.
    - (iii) Where only one toilet room is provided in a building where the Government leases space, one unisex toilet room shall be accessible.
    - (iv) In a qualified historic building where the Advisory Council on Historic Preservation determines that providing the above minimum accessible toilet facilities would threaten or destroy the historic integrity of the space, unisex toilet room(s) in the building shall be accessible.
- (e) If no offer is received which meets the minimum accessibility requirements described above, offers will not be considered unless a waiver of accessibility requirements is requested by the Contracting Officer and granted by the GSA Public Buildings Service Commissioner.

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## **2.0 AWARD FACTORS**

### **2.1 AWARD FACTORS: GENERAL**

The Contracting Officer will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of factors that are stated in this solicitation (Paragraph 2.2.1) and will include all offers that have a reasonable chance of being selected for award up to five (5) offerors (FAR 15.306). The selected Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offers that may result from the negotiations. Negotiations will be closed with submission of "Final Proposal Revisions" offers. The Government reserves the right to conduct site visit(s) to offerors' "similar" projects. The Government may call for offer presentations. No discussions that take place during the presentations will be considered by the Government unless additionally submitted in writing to the Contracting Officer.

### **2.2 OTHER FACTORS: SPECIFIC**

After review of "Final Proposal Revisions" is completed, the lease will be awarded to the Offeror whose offer will be most advantageous to the Government, price and other award factors which follow in subparagraphs 2.2.2, 2.2.3, 2.2.4.

The prospectus limitation is based upon the effective date of the lease, which is defined as the date of occupancy. The prospectus limitation allows increases and decreases in operating cost and tax adjustment in accordance with paragraphs 3.4, Tax Adjustment and 3.6, Operating Costs.

The Government will do calculations which demonstrate that the present value of the net operating income over the life of the lease does not exceed 90% of the fair market value of the asset. Net operating income is derived by subtracting operating expenses (Line 27, GSA Form 1217, Lessor's Annual Cost Statement), property taxes, insurance, lessor's management and building maintenance, and reserves for replacement (1% of gross annual rental) from the gross annual rent. If said calculation is 90% or less of projected costs, then award may be made. The rent cap for this project is \$21.50. This cap has been done by the Government in order to satisfy this requirement to make it an operating lease.

For this Solicitation, THE COMBINED WEIGHT OF THE TECHNICAL FACTORS IS MORE IMPORTANT THAN PRICE. As the proposals become more equal in their technical merit, the evaluated cost or price becomes more important during phase II. Technical factors listed below (subparagraphs 2.2.1) are listed in descending order of importance. During phase I, Past Performance is most important. Key Personnel Qualifications, Site Configuration and Philosophy and Design Intent are all of equal value. Technical factors listed below (subparagraphs 2.2.2, 2.2.3, 2.2.4) are listed in descending order of importance. During phase II, Item 2.2.2, Quality and Appearance, is of greater importance than the sum of items 2.2.3, Project Team Experience and Qualifications, and 2.2.4, Management Plan. Item 2.2.3, Project Team Experience and Qualifications, is of substantially greater importance than item 2.2.4, Management Plan. In 2.2.2, Quality and Appearance, Building systems, is of greater importance than the other subfactors. Within 2.2.3, Project Team Experience and Qualifications, Design Excellence is of greater importance than the combination of the other two subfactors.

#### **2.2.1. PHASE I (INITIAL PROPOSAL)**

To be considered in the evaluation process, offerors must be rated on all of the specified technical evaluation factors of this paragraph. Offerors that do not rate as one of the top five will not be considered further for award (FAR 15.306).

There will be an evaluation of offeror submissions regarding team requirements for the project. In this evaluation, team requirements will be evaluated and ranked. Offers that do not make the top five team submissions will not be acceptable for this procurement and will be eliminated without further consideration. This determination regarding team requirements will be performed on the initial proposal. This evaluation will be conducted regarding the presence of the technical information for the referenced projects submitted by the offeror. The following are the requirements for this initial proposal:

- (a) All of the Offeror's Key Personnel must submit projects in which they have had a primary role in the performance of services within their respective disciplines in three (3) multi-story commercial office buildings, involving at least 65,000 gross square feet per building, within the past 10 years. At least one (1) of the submitted buildings must have been a design-build project within the last 10 years. Failure to submit the required project information will result in the offeror being considered unresponsive. Each offeror's key personnel must have performed on three (3) projects and submit the information on their project individually.

The Offeror's Key Personnel is defined as the principals of the 1) Offeror/Developer, 2) Contractor/Construction Manager, and 3) Architect/Engineer. Principal is defined as a person who has controlling authority or is in a position to act independently; one who has a leading position or takes the lead; as one who employs another to act for him subject to general control and instruction; the person from whom an agent's responsibility derives.

Design-Build is defined as a method of delivery for building construction that includes design, construction documents, and construction through occupancy by a single entity. The single entity is comprised of all the professions; developers, architects, engineers, construction contractors and others required for design and construction of a building. The single entity may take the form of, but is not limited to the following types; one corporation, partnership, joint venture, or prime consultant relationship that includes all design and construction capabilities. This Solicitation is for a Design-Build-Lease, which has additional requirements for financing, site acquisition, ownership, operating and leasing.

The Offeror must submit a narrative listing of each of the Key Personnel's (Offeror/Developer, Contractor/Construction Manager, and Architect/Engineer) past experience relative to meeting the requirements stated in this paragraph. The narrative shall include project location, project description, project size (cost and square footage), space types, major program objectives (i.e. time

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concerns, monetary concerns, and construction emphasis), and a list of reachable contact points/references for each project. The offeror shall submit each contact point/reference's name, address, title and telephone number. The onus is on the offeror to provide accurate and reliable information on each contact point/reference. The offer shall be considered unresponsive if the duty is abrogated. The Government reserves the right to contact and consider not only the references provided, but other references identified as a result of this procurement. The submission of this narrative must be included as the Offeror's initial submittal. Each of the key personnel must have the required number of projects to be evaluated and considered.

(b) The offeror must submit a preliminary site and building configuration proposal. The submission must include a site plan with building placements, tentative layout of building entries, parking in relationship to building entry and AECPF and expansion proposals. Proposals should be cost effective and easily demonstrate the tenants capability to have integrated use of the facility. Proposals should show at a minimum the common area and core space such as restroom area and elevators along with window placement for a typical floor.

(c) The offeror must submit philosophy and design intent information relating to proposal. In the lead designer's words (maximum of two typewritten pages), state the overall design philosophy, as well as the parameters that apply specifically to the design of the Federal Bureau of Investigation's Little Rock Field Office with a focus on any unique aspects of the site, integration into the urban/suburban fabric, and the architectural cohesiveness of the three distinctive elements of this Field Office (office, parking garage, AECPF/ERT).

(d) Offers must conform to the requirements of this Solicitation, including, but not limited to; GSA Form 3516, Solicitation Provisions, GSA Form 3517, General Clauses and GSA Form 3518, Representations and Certifications. These documents should be included, initialed and submitted with the initial proposal.

(e) The Offeror's Key Personnel defined as the principals of the Offeror/Developer, Contractor or Construction Manager, and Architect and Engineer (Mechanical, Electrical, Plumbing and Structural), can not change after receipt of phase I offers without the written approval of the Contracting Officer. Notification and submittal of a change in offeror's key personnel must be timely to allow for proper evaluation by the Government.

## 2.2.2. PHASE II (QUALITY AND APPEARANCE)

The Government understands that to adequately prepare and submit a full lease proposal, the Offeror incurs a real business cost. To minimize these costs, the Government establishes a Competitive Range, as set for in paragraph 2.2.1. The Competitive Range includes those offerors with a reasonable chance of lease award. Those offerors notified of that they have been included in the Competitive Range are to submit the information in paragraphs 2.2.2, 2.2.3, and 2.2.4 and other paragraphs as follows in this section.

This factor considers the quality of the project as described in a narrative which should be supplemented with an exterior rendering, material samples, architectural drawings, and structural, mechanical, and electrical systems information. It will also consider site plans, proposed floor plans, elevations, interior renderings, building features, architectural concepts and approaches, major building systems such as structural, mechanical, electrical, telephone, and data typical floor distribution systems, flexibility of mechanical systems for after hours use, intended use of exterior materials and interior finishes and other proposed innovations such as energy conservation and environmental considerations. The quality of major building systems and materials/finishes and appropriateness of the design with respect to relationship of building to site, aesthetics, scale and functional relationships. Special emphasis should be made on features/systems which are innovative and/or exceed minimum requirements. Special emphasis should also be directed to critical functional issues of tenant productivity, energy conservation, environmental safety, low maintenance, security, and space flexibility. The presentation should address the durability and appearance over time of the material and how the design and systems enhance the materials and construction longevity.

The narrative submission will consist of a concise narrative, not to exceed fifteen (15) single space typed pages with sufficient detail to describe the above items on standard 8 1/2 x 11 inch bond paper. The narrative shall include the following:

### (a) Overall Building Concept

Discuss the proposed building architectural concept, describe massing, passive solar features, use/type of fenestration materials and contextual relations to adjacent structures and to site. Explain required zoning and code requirements.

Discuss the proposed landscaping concept addressing features such as plant and vegetation materials, sizes, quantities. Discuss also any exterior design features such as walkways, stairs (if applicable), route from visitor parking to building entry, ponds, retaining walls, etc. Landscaped areas to enhance aesthetic appeal of the facility and availability to employees of landscaped areas for casual gatherings are considered beneficial. Discuss proposed siting of building(s) in relation to utilizing existing trees.

### (b) Building configuration/expansion possibilities:

Provide a site plan with building placements, tentative layout of building entries, parking in relationship to building entry, floor loading, window placement, location of restrooms, expansion proposals. Expansion proposals should be cost effective and demonstrate the tenants capability to have integrated use of the expanded facility.

### (c) Public areas:

Provide a color rendering of the public entry indicating the type of door, hardware, wall and floor finishes, electrical fixtures, and any special buildout features such as display cases, cabinetry, wall emblem, etc. Provide renderings with finish samples for

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reception area and restrooms. Secured atriums to enhance building architectural appearances are acceptable and considered beneficial.

(d) Interior finishes:

Provide colorboard with examples/samples showing quality of floor and wall coverings, wood paneling, window treatments, light fixtures (such as sconce, chandeliers, recessed lighting and/or lay-in 2x2 lights, etc.), and hardware both standard and upgraded.

(e) Building systems:

Define the proposed foundation systems supporting preliminary soils data. Define below grade framing systems. Discuss provisions for handling groundwater. Discuss framing systems proposed for the facility. Address type of construction materials, typical system depth, typical bay dimensions, floor deflections. Identify the external and internal design conditions for all space types. Include preliminary HVAC block load calculation and identify allowances for ventilation and air filtration rates. Also include lighting and internal power density allowances. Discuss the proposed lighting system and include typical fixture type, lamp type, ballast type and controls. Identify type, number, efficiency, approximate sizes, backup provisions, refrigeration equipment and source of fuel for heating systems. Identify approximate size and location of all supply air handling units and building exhaust systems and the approximate quantity and size (CFM) of Variable Air Volume (VAV) boxes. Discuss the type of control systems with preliminary control schemes for all HVAC equipment/systems. Describe system flexibility in meeting changes in loads and zone modes of operation. Identify building power loads by major components such as lighting, receptacles, HVAC, elevators, computers, etc. Identify power distribution to each programmed space type. Describe service and distribution equipment for both normal and emergency loads including provisions for future expansion. Identify the capacity and load requirements of the emergency generator indicating size, control modes, location, and fuel storage. Show the locations and approximate sizes of equipment rooms and satellite closets and provide a description of the proposed fire alarm system. Describe the building automation system.

**2.2.3. PHASE II (PROJECT TEAM EXPERIENCE AND QUALIFICATIONS)**

This factor considers design and construction experience, education, knowledge and expertise of all the key personnel. It also considers their availability for the proposed project and for aspects of the design and/or construction of the project.

**A. Key Personnel Qualifications:**

For the purpose of this section, key personnel is defined as the principals of the Offeror/Developer, Contractor or Construction Manager, Architect and Engineer, who will have primary responsibility for the design and construction of the project. Factors are the currently held position/title, proposed project position/title, education, professional licensing, personal awards received, and relevant work experience over the past ten (10) years of key personnel who will be assigned directly to the project. Submit resumes for the listed Key Personnel and state their availability and responsibility to the proposed project. Resumes should describe currently held position/title, proposed project position/title, education, professional licensing, personal awards received, and relevant work experience over the past ten (10) years. On a summary sheet, identify any of the Key Personnel and their respective roles who participated in the design and/or construction of any of the projects listed as references, "Past Performance". If role statements are not provided, it will be assumed there was no involvement.

**B. Past Performance:**

This section considers the number of successfully completed projects that are similar in scope, requirements, and/or complexity to the project addressed by this Solicitation for Offers for each of the following principal team members: Offeror/Developer, Contractor or Construction Manager, Architect and Engineer. Projects for multi-story office buildings must have been completed within the last ten (10) years and be a minimum of 65,000 gross square feet per building.

Offerors shall submit a narrative listing of successfully completed projects that are similar in scope, requirements, and/or complexity to the project addressed by this Solicitation for Offers for each of the following principal team members: Offeror/Developer, Contractor or Construction Manager, Architect and Engineer. Projects for multi-story office buildings must have been completed within the last ten (10) years and be a minimum of 65,000 gross square feet per building. The narrative submissions must include project description, project size, space types, major program objectives, cost, and references. Additionally, the narrative submission must identify projects that principal team members completed together as a team. The narrative must be submitted with the initial offer.

This factor also addresses previous client assessments of Offeror's performance and experience.

A second narrative providing information for the evaluation of past performance is required as follows:

If all principal team members (Offeror/Developer, Contractor or Construction Manager, Architect and Engineer) have completed a project together as a team; the Offeror shall submit one narrative on a project, completed as a team, in detail as outlined below. If the principal team members have not completed a project together as a team, additional narratives on a project is required for each principal team member(s) that have not completed a project together as a team. If none of the principal team members have completed a project together as a team, a narrative on a project is required for each principal team member.

The project(s) referenced in the narrative submitted in detail must be multi-story office buildings with a minimum of 65,000 gross square feet per building and completed within the last ten (10) years.

The narrative shall include the following:

1. Describe the project(s) similarities in scope, requirements and/or complexity.
2. Provide initial design and construction schedule, in months, compared to actual time spent.
3. Provide comparison of completed construction cost to initial budget and completed design estimate.
4. Describe any post construction problems in start-up, operation, or maintenance and how they were resolved.
5. Disclose the number of, subject and total cost of change orders issued during construction. Explain why they were needed and how they affected construction progress.
6. Explain any original or unique thinking/judgment exercised by the key personnel during design and construction.
7. Address anything that would be done differently if the project were being done again.
8. Explain the extent of the key personnel's involvement in project problems during design and construction; including omissions, errors, other deficiencies, or changed conditions. Explain why they were needed and how their actions affected construction progress.
9. Submit names, addresses and current telephone numbers of the following representatives (these individuals may be contacted as part of the selection/ evaluation process): Owner (if different than the Offeror); Principal Lead Organization; Design Architect (if different than the Offeror); Engineer (if different than the Offeror).

**C. Design Excellence:**

This section will evaluate the Developer's Architect/Engineer design firm's capabilities in response to this Solicitation for Offers. Each Offeror/Developer will provide specific evidence of its Architect/Engineer design firm's capabilities to deliver Design Excellence and will express their design approach and philosophy as outlined below. If the Offeror/Developer's Architect/Engineer design firm is a partnership, corporation, association or other legal entity, the proposed working and legal relationships between its components shall be briefly described. The Architect/Engineer design firm shall also identify its lead designer for this project. Project qualifications submitted by each Offeror/Developer's Architect/Engineer design firm will be reviewed and evaluated based on the following evaluation criteria:

- (1) Past Performance on Design: For the Architect/Engineer design firm, submit 8 x 10 graphics (maximum of three per project) and a typewritten description (maximum of one page per project) of not more than five (5) designs completed within the past ten years. The narrative shall address the design approach and salient features of each project, including certificates, design awards including trade organization awards, peer recognition, etc., and how the clients' design, economic, and operational objectives were satisfied by the design.
- (2) Philosophy and Design Intent: In the lead designer's words (maximum of two typewritten pages), state the overall design philosophy, the approach to the challenge of resolving design issues, as well as the parameters that apply specifically to the design of the Federal Bureau of Investigation's Little Rock Field Office with a focus on any unique aspects of the site, integration into the urban/suburban fabric, and the architectural cohesiveness of the three distinctive elements of this Field Office (office, parking garage, AECPP/ERT).
- (3) Lead Designer Profile: Submit a biographical sketch including education, professional experience and registration, and recognition for design efforts inclusive of examples for the proposed lead designer. Identify and describe areas of responsibility and commitment to this project.
- (4) Lead Designer Portfolio: Submit 8 inch by 10 inch graphics (maximum of three per project, narrated videotape not exceeding five minutes is acceptable) and a typewritten description (maximum of one page per project) of not more than three (3) designs completed within the past ten years attributed to the lead designer.

**2.2.4. PHASE II (MANAGEMENT PLAN)**

This factor considers a narrative describing the management during construction of the building and later during the term of the lease. It should include operations, maintenance, responsiveness to problems and quality control methods. Offerors shall include an organizational chart, lines of authority, at least fifteen (15) major scheduling milestones on a bar chart showing major actions necessary to reach completion of building, and a description of the management philosophy and plan for executing the project incorporating a narrative of the design-build process and the management of the building throughout the term of the lease. The management plan should address cost control, schedule control, coordination of team members, communication with the owner, project scheduling, organizational structure and how it facilitates the accomplishment of project requirements.

This management plan should discuss management of the building during the term of lease, replacement schedules, and reserves for replacement. The plan shall also discuss the philosophy of asset management by the offerors team, specifically addressing future retention of the asset.

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### 3.0 MISCELLANEOUS

#### 3.1. UNIT COSTS FOR ADJUSTMENTS

Several paragraphs in this SFO specify means for determining quantities of materials. These are Government projections to assist the Offeror in cost estimating. Actual quantities may not be determined until after the lease is awarded and the space layout completed. To enable an equitable settlement if the Government layout departs from the projection, the Offeror must list a unit cost for each of these materials. GSA will use each unit cost to make a lump sum payment or rental increase if the amount of material required by the layout is more than specified or take credit from rental if the amount is less than specified. Offerors are required to state in the offer or in an attachment:

- The cost per linear foot of office subdividing ceiling-high partitioning.  
Note: The pricing here will be used not only to settle ratio items, but also lump sum costs where the Government will pay the difference between this cost and any special ceiling-high partitioning cost. \$ (b) (4) /lf.
- The cost per linear foot of office perimeter slab-to-slab partitioning.  
Note: Not a ratio item, however, pricing here will be used to settle lump sum cost where the Government will pay the difference between this cost and any special perimeter slab-to-slab partitioning cost. \$ /lf.
- The cost per floor mounted duplex electrical outlet. \$ ea.
- The cost per floor mounted fourplex (double duplex) electrical outlet. \$ ea.
- The cost per dedicated clean electrical computer receptacle. \$ ea.
- The cost per floor mounted telephone outlet. \$ ea.
- The cost per interior door. \$ ea.
- The cost per square yard of SFO required carpet.  
Note: Not a ratio item, however, pricing here will be used to settle Lump sum cost where the Government will pay the difference between This cost and any upgraded carpet requirement. \$ /sy.

#### 3.2. ALTERATIONS \$100,000 OR LESS (JAN 1997)

- (a) The unit prices which the Offeror is required to list will be used, upon acceptance by GSA, during the first year of the lease to price alterations costing \$100,000 or less. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Lessor and Government.
- (b) Where unit prices for alterations are not available, the Lessor may be requested to provide a price proposal for the alterations. Orders will be placed by issuance of a GSA Form 276, Supplemental Lease Agreement, a GSA Form 300, Order for Supplies or Services, or a tenant agency approved form. The clauses entitled "GSAR 552.232-71 Prompt Payment" and "GSAR 552.232-72 Invoice Requirements (Variation)" apply to orders for alterations. All orders are subject to the terms and conditions of this lease.
- (c) Orders may be placed by the Contracting Officer, the GSA buildings manager or tenant agency officials when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.
- (d) Payments for alterations ordered by tenant agencies will be made directly by the agency placing the order.

#### 3.3. ALTERNATE PROPOSALS

This solicitation may specify certain items for which alternate proposals are required. For evaluation and negotiation, the offer shall state:

- Itemized costs for lump sum payment not to be included in the rental rate, and
- A rental rate which includes the costs of these items.

The Offeror must provide costs for both methods of evaluation on the lease proposal form in order to be considered for award. GSA may elect the option it deems most favorable.

### 3.4. TAX ADJUSTMENT (AUG 1992)

- (a) The Government shall make annual lump sum payments to cover its share of increases in real estate taxes over taxes paid for the calendar year in which its lease commences (base year). The amount of payment shall be based upon the submission of proper invoice, including paid tax receipts/statements/bills, from the Lessor to the Contracting Officer. The due date for making payment shall be the 30th day after receipt of the invoice by the Contracting Officer or the 30th day after the anniversary date of the lease, whichever is later. If the invoice submitted does not meet the requirements of a proper invoice, it will be returned to the Lessor within 7 days of receipt. The Government will be responsible for payment only if the receipts are submitted within 60 calendar days of the date the tax payment is due. If no full tax assessment is made during the calendar year in which the Government lease commences, the base year will be the first year of a full assessment.
- (b) The Government's share of the tax increase will be based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building. If the Government's lease terminates before the end of a calendar year, payment will be based on the percentage of the year in which the Government occupied space. The payment will not include penalties for non-payment or delay in payment. If there is any variance between the assessed value of the Government's space and other space in the building, the Government may adjust the basis for determining its share of the tax increase.
- (c) The Government may contest the tax assessment by initiating legal proceedings on behalf of the Government and the Lessor or the Government alone. If the Government is precluded from taking legal action, the Lessor shall contest the assessment upon reasonable notice by the Government. The Government shall reimburse the Lessor for all costs and shall execute all documents required for the legal proceedings. The Lessor shall agree with the accuracy of the documents. The Government shall receive its share of any tax refund. If the Government elects to contest the tax assessment, payment under paragraph (a) of this clause shall become due on the first workday of the second month following conclusion of the appeal proceedings.
- (d) In the event of any decreases in real estate taxes occurring during the term of occupancy under the lease to a rate below the base year, payment for taxes will be reduced accordingly. The amount of any such reductions will be determined in the same manner as increases provided under paragraph (a) of this clause.

### 3.5. PERCENTAGE OF OCCUPANCY

The percent of the building occupied by the Government, for purposes of tax adjustments, will be established during negotiations.

### 3.6. OPERATING COSTS (JUN 1985)

- (a) Beginning with the second year of the lease and each year after, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment.
- (b) The amount of adjustment will be determined by multiplying the base rate by the percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the lease commencement date with the index figure published for the month which begins each successive 12-month period. For example, a lease which commences in June of 1985 would use the index published for May of 1985 and that figure would be compared with the index published for May of 1986, May of 1987, and so on, to determine the percent change. The Cost of Living Index will be measured by the U.S. Department of Labor revised Consumer Price Index for wage earners and clerical workers, U.S. City average, all items figure, (1982-84 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease. Payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the lease commencement date.
- (c) If the Government exercises an option to extend the lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.
- (d) In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this clause.
- (e) The offer must clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, it should be specified on the GSA Form 1364, Proposal to Lease Space, contained elsewhere in this solicitation.

### 3.7. OPERATING COSTS BASE (JAN 1997)

The base for the operating costs adjustment will be established during negotiations based upon BOMA Usable Square Feet.

### 3.8. RENTABLE SPACE (JUN 1994)

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts and vertical ducts.

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**3.9. BOMA USABLE SQUARE FEET (JAN 1997)**

- (a) For the purposes of this solicitation, the Government recognizes the BOMA (Building Owners and Managers Association) International standard (ANSI/BOMA Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
- (b) BOMA Usable Square Feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (see Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviation from the corridor are present, BOMA Usable Square Feet shall be computed as if the deviation were not present.

**3.10. COMMON AREA FACTOR (JAN 1997)**

If applicable, Offerors shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the BOMA Usable Square Feet to determine the rentable square feet for the offered space).

**3.11. APPURTENANT AREAS**

The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space.

**3.12. LIQUIDATED DAMAGES, GSAR 552.270-22 (AUG 1992)**

In case of failure on the part of the Lessor to complete the work within the time fixed in the lease contract or letter of award, the Lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this clause, the sum of \$2,050.00 for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this lease or at law.

**3.13. VENDING FACILITIES (JAN 1997)**

- (a) Approximately 300 square feet of the BOMA Usable space in the solicitation paragraph entitled "Amount and Type of Space" will be used for the operation of a vending facility(ies) by the blind under the provisions of the Randolph-Sheppard Act (20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. The Lessor is required to provide necessary utilities and to make related alterations. The cost of the improvements will be negotiated and payment will be made by the Government either on a lump-sum basis or a rental increase.
- (b) The Government will assure that the facility(ies) does not compete with other facilities having exclusive rights in the building. Offerors must advise the Government if such rights exist.

**3.14. ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-25 (JUN 1994) (VARIATION)**

- (a) If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate will be reduced.
- (b) The rate will be reduced by that portion of the costs per BOMA Usable square foot of operating expenses not required to maintain the space. Said reduction must occur after the Government gives 30 calendar days prior notice to the Lessor, and must continue in effect until the Government occupies the premises or the lease expires or is terminated.

**3.15. CREDIT CARD PAYMENT FOR OVERTIME SERVICES AND LEASE ALTERATIONS**

Payment for alterations and for overtime services can be made through use of the government Credit Card. This credit card is identified by the International Merchant Authorization Card (IMPAC). IMPAC is comparable to a VISA or other commercial credit card. To facilitate these payments, the lessor shall be equipped to accept credit card payments.

**3.16. EVIDENCE OF CAPABILITY TO PERFORM**

- (a) AT THE TIME OF SUBMISSION OF OFFERS FOR PHASE II, OFFERORS SHALL SUBMIT TO THE CONTRACTING OFFICER:  
Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to construct the space. Such commitments must be signed by an authorized bank officer and at a minimum must state: amount of loan; term in years; annual percentage rate; length of loan commitment.
- (b) AFTER AWARD:  
Within 15 days after award, the successful Offeror/Lessor shall provide to the Contracting Officer evidence of:
- (1) A firm commitment of funds in an amount sufficient to perform the work.
- (2) Award of a construction contract with a firm completion date.
- Within 60 days of award, the successful offeror/lessor shall have:
- (1) a real estate closing on site and provide the Contracting Officer with a copy of the closing statement.

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- (2) Issuance of a shell building permit covering construction of the improvements.

### 3.17. CONSTRUCTION SCHEDULE

- (a) Within 30 days after award of the lease contract, the successful Offeror shall submit to the Contracting Officer a tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the Government's required occupancy date (see paragraph entitled "Occupancy Date"). The finalized schedule is to be submitted no later than 60 days after award.
- (b) The schedule is to include timing for completion of design and construction milestones, including but not limited to, (1) submittal of preliminary plans and specifications, (2) submittal of other working drawings, (3) issuance of a building permit, (4) completed construction documents, (5) start of construction, (6) completion of principal categories of work, (7) phased completion, and availability for occupancy of each portion of the Government space (by floor, block, or other appropriate category), and (8) final construction completion.

### 3.18. PROGRESS REPORTS

After start of construction, the successful Offeror shall submit to the Contracting Officer, written progress reports at intervals of 30 days. The report shall include information as to percentage of the work completed by phase and trade, a statement as to expected completion and occupancy date, changes introduced into the work, and general remarks on such items as material shortages, strikes, weather, etc.

### 3.19. CONSTRUCTION INSPECTIONS

- (a) Construction inspections will be made periodically by the Contracting Officer and/or designated technical representatives to review compliance with the solicitation requirements and the final working drawings.
- (b) Periodic reviews, tests, and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives, but are intended to discover any information which the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor will remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of this solicitation.

### 3.20. MISCELLANEOUS LABOR CLAUSES (AUG 1994)

Since the offeror proposes to satisfy the requirements of this Solicitation for Offers through the construction of a new building, and the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation clauses shall apply to work performed in preparation for occupancy and use of the building by the United States:

#### 1. 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (JUL 1995)

- (a) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.
- (c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.
- (d) *Payrolls and basic records.*
- (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

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- (2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.
- (e) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts exceeding \$100,000 the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.
2. 52.222-6 DAVIS-BACON ACT (FEB 1995)
- (a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
- (ii) The classification is utilized in the area by the construction industry.
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that

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the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

3. 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

4. 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (b) (1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify—
- (i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.
- (4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

5. 52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

- (a) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S.

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Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (b) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (c) *Equal employment opportunity.* The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
6. 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)  
The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
7. 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)
- (a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled *Davis-Bacon Act, Contract Work Hours and Safety Standards Act—Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination—Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility*, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.
- (b) (1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.
- (2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.
8. 52.222-12 CONTRACT TERMINATION—DEBARMENT (FEB 1988)  
A breach of the contract clauses entitled *Davis-Bacon Act, Contract Work Hours and Safety Standards Act—Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility* may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(b) (6)

9. 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)  
All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.
10. 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)  
The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
11. 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)
- (a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **4.0 GENERAL ARCHITECTURAL**

##### **4.1. QUALITY AND APPEARANCE OF BUILDING EXTERIOR**

The space offered should be located in a new modern office building with facade of stone, marble, brick, stainless steel, aluminum or other permanent materials in good condition acceptable to the Contracting Officer. Tilt wall construction is not acceptable. The building should be compatible with its surroundings. Overall the building should project a professional and aesthetically pleasing appearance including an attractive front and entrance way. The building should have energy efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim and window casing are to be clean and in good condition.

##### **4.2. WORK PERFORMANCE**

All work in performance of this lease must be done by skilled workers or mechanics and be acceptable to the Contracting Officer.

##### **4.3. BUILDING SYSTEMS (JAN 1997)**

Whenever requested, the Lessor shall furnish at no cost to GSA a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this lease.

##### **4.4. SPACE EFFICIENCY**

The design of the space offered must be conducive to efficient layout and good utilization.

##### **4.5. FLOOR PLANS AFTER OCCUPANCY**

Within 60 days after occupancy, 1/8-inch as-built mylar reproducible full floor plans showing the space under lease as well as corridors, stairways, and core areas must be provided to the Contracting Officer.

##### **4.6. CAD AS-BUILT FLOOR PLANS (JAN 1997)**

Computer-Aided Design (CAD) files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas, must be provided to the Contracting Officer along with the mylar drawings required above. The plans must be in AutoCAD Release 14 (or later) .dwg format. Clean and purged files are to be submitted on 3½ inch high density diskettes, or, if approved by the Contracting Officer, on CD-ROM or QIC (¼ inch Cartridge) tape. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number. The Lessor's operator will demonstrate the submission on GSA equipment, if requested by the Contracting Officer.

##### **4.7. FLOORS AND FLOOR LOAD (JAN 1997)**

All adjoining floor areas must be of a common level, non-slip, and acceptable to the Contracting Officer. Underfloor surfaces must be smooth and level. Office areas shall have a minimum live load capacity of 100 pounds per BOMA Usable square foot plus 20 pounds per BOMA Usable square foot for moveable partitions. Storage areas (Closed Files, ELSUR Storage, SAC Personnel Files, Grand Jury, Supply Room and Tech Storage, see Appendix I, Room Descriptions) shall have a minimum live load capacity of 200 pounds per BOMA Usable square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required. Refer to paragraph 9.3 of the FBI special requirements for additional information.

##### **4.8. EXITS AND ACCESS (SEP 1991)**

Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

##### **4.9. WINDOWS (SEP 1991)**

Office space must have windows in each exterior bay unless waived by the Contracting Officer.

All windows shall be weathertight. Opening windows must be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened shall be fitted with a sturdy locking device.

##### **4.10. ACCESSIBILITY (JAN 1997)**

The building and the leased space shall be accessible to the handicapped in accordance with the Americans With Disabilities Act Accessibility Guidelines (36 CFR Part 36, App. A) and the Uniform Federal Accessibility Standards (41 CFR 101-19.6, App. A). Where standards conflict, the more stringent shall apply.

(b) (6)

**4.11. LANDSCAPING (OCT 1996)**

Where topographical conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions. The Contracting Officer shall approve the landscaping to be provided. The site for construction is fully wooded. It is the Government's intent to retain as much of the existing wooded area as possible. Address this with your offer.



## **5.0 ARCHITECTURAL FINISHES**

### **5.1. BUILDING FINISHES**

Building finishes shall be for first class, modern space. The following building standards are considered as the minimum required. All enhancements to these standards should be identified in writing to the Contracting Officer. Appropriate credit will be given to those offers exceeding the minimum standards..

### **5.2. LAYOUT AND FINISHES**

All required finish selection samples must be provided within 15 days of the request for such by the Contracting Officer. GSA shall deliver layout drawings and necessary finish selections to the Lessor within 60 days after award or after receipt of plans and samples, whichever is later.

### **5.3. CEILINGS (SEP 1991)**

Ceilings must be at least 9 feet and no more than 11 feet measured from floor to the lowest obstruction. Areas with raised flooring must maintain these ceiling height limitations above the finished raised flooring. The ceiling must have a minimum noise reduction coefficient (NRC) of 0.60 and a minimum Sound Transmission Class (STC) of 40 throughout the Government occupied space. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided.

Ceilings must be a flat plane in each room and suspended with fluorescent recessed fixtures and finished as follows unless an alternate finish is approved by the Contracting Officer:

- Restrooms: plaster or pointed and taped gypsum board.
- Offices and Conference Rooms: mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or equivalent quality to be approved by the Contracting Officer.
- Corridors and Eating/Galley Areas: plaster or pointed and taped gypsum board or mineral acoustical tile.

### **5.4. WALL COVERINGS (SEP 1991)**

#### **PHYSICAL REQUIREMENTS:**

Prior to occupancy, partitioned offices and open office areas shall be covered with vinyl or polyolefin commercial wall covering weighing not less than 13 ounces per square yard as specified in FS CCC-W-408C or equivalent. The quality of finish shall be approved by the Contracting Officer.

Prior to occupancy all restrooms offered to comply with the restroom fixture schedule of this solicitation must have ceramic tile in splash areas and vinyl wall covering not less than 13 ounces per square yard as specified in FS CCC-W-408C on remaining wall areas or equivalent quality as approved by the Contracting Officer, unless an alternate finish is approved by the Contracting Officer.

Prior to occupancy all elevator areas which access the Government's leased space, hallways within or accessing the Government's leased space and eating/galley areas within the Government's leased space are to be covered with vinyl wall coverings not less than 22 ounces per square yard as specified in FS CCC-W-408C, or equivalent quality as approved by the Contracting Officer, unless an alternate finish is approved by the Contracting Officer.

#### **REPLACEMENT:**

All wall covering is to be maintained in "like new" condition for the life of the lease. Wall covering must be replaced or repaired at the Lessor's expense, including moving and replacing furnishings, (except where wall covering has been damaged due to the negligence of the Government), anytime during the occupancy by the Government if it is torn, peeling or permanently stained; the ceramic tile in the restrooms must be replaced or repaired if it is loose, chipped, broken or permanently discolored. All repair and replacement work is to be done during working hours.

#### **SAMPLES:**

The Lessor is to provide at least 20 samples of each type of wall covering to be installed for selection by the Contracting Officer.

#### **PAINTING:**

Prior to occupancy all surfaces designated by GSA for painting must be newly painted in colors acceptable to GSA. All painted surfaces, including any partitioning installed by the Government or the Lessor after Government occupancy, must be repainted during working hours at Lessor expense at least every 5 years. This includes moving and return of furniture. Public areas must be painted at least every 3 years.

### **5.5. DOORS: EXTERIOR (DEC 1992)**

Exterior doors must be heavy duty, full flush, hollow steel construction, solid core wood, or insulated tempered glass. Wood doors shall be at least 1 1/4 inches thick. Exterior doors shall be weather-tight and open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.

(b) (6)

**5.6. DOORS: INTERIOR (SEP 1991)**

Doors must have a minimum clear opening of 36 inches by 80 inches. Hollow core wood doors are not acceptable. They must be flush, solid-core natural wood, veneer faced or equivalent finish as approved by the Contracting Officer. They will be provided at a ratio of one (1) per six hundred (600) occupiable square feet.

**5.7. DOORS: HARDWARE (DEC 1992)**

Doors shall have door handles or door pulls with heavy weight hinges. All doors shall have corresponding door stops (wall or floor mounted). All public use doors and toilet room doors shall be equipped with kick plates. All door entrances from public corridors and exterior doors shall have automatic door closures. All door entrances from public corridors, exterior doors and other doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. The Government shall be furnished with at least two master keys for each lock.

**5.8. DOORS: IDENTIFICATION**

Door identification shall be installed in approved locations adjacent to office entrances. The form of door identification must be approved by the Contracting Officer.

**5.9. PARTITIONS: GENERAL**

Partitions and dividers must be provided as outlined below.

**5.10. PARTITIONS: PERMANENT (SEP 1991)**

Permanent partitions must be provided as necessary to surround stairs, corridors, elevator shafts, toilet rooms, janitor closets, and the Government-occupied premises.

**5.11. PARTITIONS: SUBDIVIDING (JAN 1997)**

(a) Office subdividing partitions shall comply with local requirements. Partitioning must be designed to provide a Sound Transmission Class (STC) of 40. Partitioning shall be installed by the Lessor at locations to be determined by the Government. The partitioning shall extend from the finished floor to 6" above the finished ceiling. Partitioning shall be provided at a ratio of 1 linear foot for each ten (10) BOMA Usable Square Feet of space provided. Partitioning over interior office doors is included in the measurement. Permanent partitioning and partitioning which surrounds exterior walls will not be included in unit cost adjustments but should be included as part of the annual rental rate.

(b) Partitions may be prefinished or taped and painted. HVAC must be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

**5.12. FLOOR COVERING AND PERIMETERS (DEC 1991)**

Floor covering shall be either resilient flooring or carpet, except as otherwise specified in this solicitation. Floor perimeters at partitions must have wood, rubber, vinyl, or carpet base. Exceptions must be approved by the Contracting Officer.

**OFFICE AREAS:**

Prior to occupancy, carpet or carpet tiles must cover all office areas partitioned or unpartitioned, including interior hallways and conference rooms.

**SPECIALTY AREAS:**

Resilient flooring is to be used in reproduction rooms, storage, file and other specialty rooms. The Offeror shall provide the Government with a minimum of 20 different color samples. The sample and color must be approved by GSA prior to installation. No substitutes may be made by the Offeror after sample selection.

**TOILET AND SERVICE AREAS:**

Terrazzo, unglazed ceramic tile, and/or quarry tile shall be used in all toilet and service areas unless another covering is approved by the Contracting Officer.

**CARPET - SAMPLES:**

When carpet must be newly installed or changed, the Offeror shall provide the Government with a minimum of 20 different color samples. The sample and color must be approved by GSA prior to installation. No substitutes may be made by the Offeror after sample selection.

**CARPET - INSTALLATION:**

Carpet must be installed in accordance with manufacturing instructions to lay smoothly and evenly.

**CARPET - REPLACEMENT:**

Carpet shall be replaced at least every 10 years during Government occupancy or any time during the lease when:

- Backing or underlayment is exposed.
- There are noticeable variations in surface color or texture.

(b) (6)

Lessor shall be responsible for moving and replacing all furniture.

**RESILIENT FLOORING - REPLACEMENT:**

The flooring shall be replaced by the Lessor at no cost to the Government prior to or during Government occupancy when it has:

Curls, upturned edges, or other noticeable variations in texture.

Lessor shall be responsible for moving and replacing all furniture.

**5.13. CARPET: BROADLOOM (SEP 1991)**

Approximately 5 percent of the space shall be carpeted with broadloom carpet.

Carpet must meet the following specifications:

- Pile Yarn Content: staple filament or continuous filament branded by a fiber producer (Allied, Dupont, Monsanto, BASF, woolblend), soil-hiding nylon or wool nylon blends.
- Carpet pile construction: level loop, textured loop, level cut pile, or level cut/uncut pile.
- Pile weight: 26 ounces per square yard is the minimum for level-loop or textured-loop construction. 32 ounces per square yard is the minimum for level-cut/uncut construction.
- Secondary back: jute or synthetic fiber for glue-down installation.
- Density: 100 percent nylon (loop and cut pile) – minimum of 4000; other fibers, including blends and combinations – minimum of 4500.

**5.14. CARPET TILE (SEP 1991)**

Approximately 65 percent of the space shall be carpeted with carpet tile.

Carpet must meet the following specifications:

- Pile Yarn Content: staple filament or continuous filament branded by a fiber producer (Allied, Dupont, Monsanto, BASF), soil-hiding nylon.
- Carpet pile construction: tufted level loop, level cut pile, or level cut/uncut pile.
- Pile weight: 26 ounces per square yard is the minimum for level loop and cut pile. 32 ounces per square yard is the minimum for plush and twist.
- Secondary back: PVC, EVA (ethylene vinyl acetate), polyurethane, polyethylene, bitumen or olefinic hardback reinforced with fiberglass.
- Total weight: minimum of 130 ounces per square yard.
- Density: 100 percent nylon (loop and cut pile) – minimum of 4000; other fibers, including blends and combinations – minimum of 4500.
- Pile height: minimum of 1/8 inch.
- Static buildup: maximum of 3.5 KV, when tested in accordance with AATCC-134.
- Carpet construction: minimum of 64 tufts per square inch.

**5.15. RESILIENT FLOORING (SEP 1991)**

In addition to reproduction, file, and storage rooms, resilient flooring shall be used in the specialty rooms listed below:

(see Special FBI Requirements, Appendix I)

**5.16. ACOUSTICAL REQUIREMENTS (JAN 1997)**

**REVERBERATION CONTROL:**

Ceilings in carpeted space shall have a Noise Reduction Coefficient (NRC) of not less than 0.55 in accordance with ASTM C-423. Ceilings in offices, conference rooms, and corridors having resilient flooring shall have an NRC of not less than 0.65.

**AMBIENT NOISE CONTROL:**

Ambient noise from mechanical equipment shall not exceed Noise Criteria curve (NC) 35 in accordance with the ASHRAE Handbook in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.

**NOISE ISOLATION:**

Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following Noise Isolation Class (NIC) Standards when tested in accordance with ASTM E-336:

conference rooms:	NIC-40
offices:	NIC-35

**TESTING:**

The Contracting Officer may require at no cost to the Government test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

The requirements of this Acoustical Requirements paragraph shall take precedence over any additional specifications in this solicitation if there is a conflict.

**5.17. WINDOW COVERINGS (SEP 1991)**

**WINDOW BLINDS:**

All exterior windows shall be equipped with window blinds. The blinds may be aluminum or plastic vertical blinds or horizontal blinds with aluminum slats of 1 inch width or less. The use of any other material must be approved by the Contracting Officer. The window blinds must have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer.

**DRAPERIES:**

Draperies will be provided in all conference rooms and in the following office areas: SAC and ASAC offices and SAC and ASAC Secretaries' offices. See FBI Room Descriptions.

Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be either floor-, apron-, or sill-length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from either the center, right or left side.

**CONSTRUCTION:**

Draperies must be made as follows:

- 100 percent fullness, including overlap, side hems, and necessary returns.
- 4-inch double headings turned over a 4-inch permanently finished stiffener.
- 1½-inch doubled side hems; 4-inch doubled and blind stitched bottom hems.
- Three-fold pinch pleats.
- Safety stitched intermediate seams.
- Matched patterns.
- Tacked corners.
- No raw edges or exposed seams.

**SAMPLES:**

A minimum of 20 patterns and colors shall be made available to the Government for selection; shading of sample fabric shall not vary markedly from that of the final product.

**5.18. BUILDING DIRECTORY**

A tamper proof directory with lock shall be provided in the building lobby. It must be acceptable to the Contracting Officer.

**5.19. FLAG POLE**

Three flagpoles and indirect lighting for said flagpoles shall be provided at a location to be approved by the Contracting Officer. The flag will be provided by the Government. This requirement may be waived if determined inappropriate by GSA.



## **6.0 MECHANICAL, ELECTRICAL, PLUMBING**

### **6.1. MECHANICAL, ELECTRICAL, PLUMBING: GENERAL**

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

Building finishes shall be for first class, modern space. The following building standards are considered as the minimum required. All enhancements to these standards should be identified in writing to the Contracting Officer. Appropriate credit will be given to those offers exceeding the minimum standards.

### **6.2. MECHANICAL, ELECTRICAL, PLUMBING: YEAR 2000 COMPLIANCE**

- (a) The lessor shall ensure that all computer facility components are Year 2000 compliant prior to acceptance of the space for occupancy by the Government. The lessor must verify compliance by physical testing and/or written confirmation from the component and/or systems manufacturer.

"Component controlled facility components" refers to software driven technology and embedded microchip technology. This includes, but is not limited to, programmable thermostats, HVAC controllers, auxiliary elevator controllers, utility monitoring and control systems, fire detection and suppression systems, and alarms. Security systems and any other facilities control systems utilizing microcomputer, minicomputer, or programmable logic controllers.

"Year 2000 compliant" means computer controlled facility components that accurately process date/time date (including, but not limited to, calculating, comparing and sequencing) from, into, and between the 20<sup>th</sup> and 21<sup>st</sup> centuries, and the years 1999 and 2000 and leap year calculations.

- (b) Upon completion of repair/replacement to effect 2000 year compliance, the lessor shall verify compliance by physical testing and/or written confirmation from the components and/or systems manufacturer and advise the Government that such replacement components have been verified as compliant.

### **6.3. ENERGY COST SAVINGS (JAN 1997 )**

- (a) All offerors are encouraged to contact an energy service company qualified under the Energy Policy Act to perform Energy Savings Performance Contracts (ESPC) to determine whether opportunities for cost effective energy improvements to the space are available.
- (b) A list of energy service companies qualified under the Energy Policy Act to perform ESP's, as well as additional information on cost effective energy efficiency, renewables, and water conservation may be obtained by writing to: US Department of Energy, Federal Energy Management Program, EE-90, Washington, DC 20585 or by calling the FEMP HELP DESK at 1-800-566-2877 and asking for the ESPC qualified list.

### **6.4. DRINKING FOUNTAINS**

The Lessor shall provide, on each floor of office space, a minimum of one chilled drinking fountain within every 150 feet of travel distance.

### **6.5. TOILET ROOMS (JAN 1997)**

- (a) Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities must be located so that employees will not be required to travel more than 200 feet on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set at 105°F, if practical) and cold water. Water closets and urinals shall not be visible when the exterior door is open.
- (b) Each main toilet room shall contain the following equipment:
- (1) A mirror above the lavatory.
  - (2) A toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing.
  - (3) A coat hook on inside face of door to each water closet stall and on several wall locations by lavatories.
  - (4) At least one modern paper towel dispenser, soap dispenser and waste receptacle for every two lavatories.
  - (5) A coin operated sanitary napkin dispenser in women's toilet rooms with waste receptacle for each water closet stall.
  - (6) Ceramic tile or comparable wainscot from the floor to a minimum height of 4 feet 6 inches.
  - (7) A disposable toilet seat cover dispenser.
  - (8) A counter area of at least 2 feet in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt type convenience outlet located adjacent to the counter area.

(b) (6)

**6.6. TOILET ROOMS: FIXTURE SCHEDULE (OCT 1996)**

- (a) The toilet fixture schedules specified below shall be applied to each full floor based on one person for each 135 BOMA Usable Square Feet of office space in a ratio of 50 percent men and 50 percent women:
- (b) Refer to the schedule separately for each sex.

NUMBER OF MEN*WOMEN		WATER CLOSETS	LAVATORIES
1	- 15	1	1
16	- 35	2	2
36	- 55	3	3
56	- 60	4	3
61	- 80	4	4
81	- 90	5	4
91	- 110	5	5
111	- 125	6	5
126	- 150	6	**
> 150		***	
* In men's facilities, urinals may be substituted for 1/3 of the water closets specified.			
** Add one lavatory for each 45 additional employees over 125.			
*** Add one water closet for each 40 additional employees over 150.			

- (c) For new installations:

- (1) Water closets shall not use more than 1.6 gallons per flush.
- (2) Urinals shall not use more than 1.0 gallons per flush.
- (3) Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 psi.

**6.7. JANITOR CLOSETS**

Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Janitor closets shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of ½ inch.

**6.8. HEATING AND AIR CONDITIONING (JAN 1997)**

- (a) Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.
- (b) During non-working hours, heating temperatures shall be set no higher than 55°F and air conditioning will not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the GSA Field Office Manager.
- (c) Simultaneous heating and cooling are not permitted.
- (d) Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
- (e) **ZONE CONTROL:**  
Individual thermostat control shall be provided for office space with control areas not to exceed 2000 BOMA Usable Square Feet. Areas which routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air-conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Concealed package air-conditioning equipment shall be provided to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited from use.

(f) **EQUIPMENT PERFORMANCE:**

Temperature control for office spaces shall be assured by concealed central heating and air-conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 Watt/sq.ft. to minus 1.5 Watts/sq.ft. from initial design requirements of the tenant.

**6.9. VENTILATION (OCT 1996)**

- (a) During working hours in periods of heating and cooling, ventilation shall be provided in accordance with ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality.
- (b) Conference rooms of 300 BOMA Usable Square Feet or greater shall be provided with a dedicated source of ventilation or be fitted with air handling equipment with smoke/odor removing filters.
- (c) Where the Lessor proposes that the Government should pay utilities:
  - (1) An automatic air or water economizer cycle must be provided to all air handling equipment, where practicable.
  - (2) The building shall have a fully functional building automation system (BAS) capable of control, regulation, and monitoring of all environmental conditioning equipment. The BAS shall be fully supported by a service and maintenance contract.

**6.10. VENTILATION: TOILET ROOMS (DEC 1993)**

Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

**6.11. ELECTRICAL: GENERAL (SEP 1991)**

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities will be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of ½ inch. Distribution panels must be circuit breaker type with 10 percent spare power load and circuits.

**6.12. ELECTRICAL: DISTRIBUTION COMBINATION (JAN 1997)**

- (a) Duplex floor or wall outlets shall be provided on the basis of 1 per 100 BOMA Usable Square Feet. Wall outlets shall be a box with conduit up the wall.
- (b) Fourplex (double duplex) floor or wall outlets shall be provided on the basis of 1 per 300 BOMA Usable Square Feet. Wall outlets shall be a box with conduit up the wall.
- (c) Convenience outlets shall be installed on the basis of a maximum of 6 outlets per 20-amp. circuit.
- (d) Each work station shall contain at least two (2) orange-bodied or other similarly designed receptacle with isolated-ground capability. Said receptacles shall not exceed in number 4 per 20-amp. circuit, and shall be installed in accordance with the September 21, 1983, edition of Federal Information Processing Standards pub. 94.
- (e) Dedicated special electrical receptacles shall be provided on the basis of 1 per 1,000 BOMA Usable Square Feet. Duplex outlets corresponding to said receptacles shall be colored differently from the standard duplex and fourplex outlets, and shall be used only for office copiers and special equipment. One dedicated or special electrical outlet shall be provided in space of less than 1,000 BOMA Usable Square Feet. The Lessor shall ensure that the outlets and associated wiring designated to workstations will be concealed in a manner acceptable to the Contracting Officer. Cable shall not be exposed on the finished floor surface.
- (f) All floors shall have 120/208-volt, 3-phase, 4-wire with bond, 60-hertz electric service available. Duplex outlets shall be circuited separately from the lighting. All branch-circuit wiring shall consist of copper conductors. Conductors for branch circuits shall be sized to prevent voltage drop exceeding 3 percent at the farthest receptacle.
- (g) At the discretion of the Contracting Officer, stand-alone power poles (or, in the case of systems furniture, systems-furniture power poles) may be offered in lieu of electrical and telephone floor outlets. Where power poles are substituted for floor outlets, each power pole shall consist of two duplex electric outlets and two telephone outlets. For the purposes of determining unit costs for adjustment, Offerors are required to state, either in their offer or in an attachment, the cost of wiring and installation for each power pole, both as a stand-alone and as furnished by others with systems furniture.

**6.13. TELEPHONE: DISTRIBUTION AND EQUIPMENT (JAN 1997)**

- (a) Telephone floor or wall outlets shall be provided on the basis of 1 per 100 BOMA Usable Square Feet. The Lessor shall ensure that all outlets and associated wiring used to transmit telecommunication (voice) service to the workstation will be safely concealed in floor ducts, walls, or columns. Wall outlets shall be a box with conduit up the wall provided with rings and pull strings to facilitate the installation of cable.
- (b) The Government reserves the right to provide its own telecommunication (voice) service in the space to be leased. The Government may contract with another party to have inside wiring and telephone equipment installed. Telecommunication

switchrooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of ½ inch.

#### 6.14. DATA DISTRIBUTION (JAN 1997)

Floor or wall outlets shall be provided on the basis of 1 per 100 BOMA Usable Square Feet. The Lessor shall ensure that data outlets and the associated wiring used to transmit data to workstations will be safely concealed in floor ducts, walls, columns, or below access flooring. Wall-mounted outlets shall be a box with conduit up the wall and provided with rings and pull strings to facilitate the installation of the data cable. The Government shall at its expense be responsible for purchasing and installing said cable. When cable consists of multiple runs, the Lessor shall provide cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall be ladder-type, and shall form a loop around the perimeter of the Government-occupied space such that the horizontal distance between individual drops does not exceed 30 feet.

#### 6.15. ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JAN 1997)

- (a) The Lessor shall provide separate data, telephone, and electric junction boxes for the base feed connections to Government-provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways will be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Cluster groups at floor or wall locations shall be provided in accordance with the Special Requirement. A set consisting of 1 data junction box, 1 telephone junction box, and 1 electrical junction box shall comprise a cluster group. Each electrical junction shall contain an 10-wire feed consisting of 3 general-purpose 120-volt circuits with 3 neutrals and 1 ground wire, and a 120-volt isolated-ground circuit with 1 neutral and 1 isolated-ground wire. A 20-amp. circuit shall have no more than 8 general-purpose receptacles or 4 isolated-ground "computer" receptacles. The isolated-ground "computer" circuits shall be installed in accordance with the September 21, 1983 edition of Federal Information Processing Standards pub. 94.
- (b) The systems furniture electrical receptacles and powerpoles will be Government furnished. The lessor shall provide junction boxes and branch circuit wiring for the systems furniture powerpoles or base feeds. Site preparation requirements for systems furniture are as follows:

Phase 1 Phase 1 involves the installation of branch circuit wiring, conduit, and junction boxes for the system furniture. The electrical contractor shall furnish and install suitable sized junction boxes in the vicinity of the "feeding points" of the furniture panels (above the ceiling for power poles or on the floor for base feeds). All "feeding points" will be shown on Government approved layouts. Temporarily cap off the wiring in the junction boxes until the furniture is installed during Phase 2. Make all connections in the power poles and keep the circuit breakers off. Identify each circuit with the breaker number and the computer hardware to be connected to it. Identify each breaker at the panel and the devices it serves.

Phase 2 Phase 2 involves the lessor's electrical contractor connecting powerpoles or base feeds in the junction boxes to the furniture electrical system and testing all pre-wired receptacles on the systems furniture. It also involves other Government contractors who will be installing the data cable in the furniture panels for the terminal and printer functions. Installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. All Phase 2 work shall be coordinate and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits.

Following completion of Phase 1 site preparation, the contracting Officer or his representative may schedule a pre-installation meeting with the lessor's electrical contractor, the furniture installer, the telephone equipment installer, and the data cable installer. The meeting agenda will include clarification of Phase 2 activities and scheduling the specific furniture installation start date and time. It will be necessary for the electrical contractor to have an adequate number of electricians on the job to keep pace with the furniture and telephone installers. Once the furniture installation begins on the designated date and time, the installation must proceed until the office has been completed.

The systems furniture is provided with electrified and non-electrified fabric/glass panels. The electrified panels are provided with two separate metal raceways: one located horizontally at the bottom of the panel for power wiring the other located horizontally at the top or vertically on the ends/sides of each panel for the data telephone cables. For easy access, the raceways are fitted with snap-on raceway covers. The raceways for power wiring are pre-wired by the furniture manufacturer using an 10-wire harness to provide both isolated Ground receptacles and general power receptacle. The wiring terminates in pigtails and each pigtail feeds a group of workstations within a boundary. Each electrical duplex receptacle will be identified by a number. Those number 1 and 2 are general power outlets, the number 5 receptacles are IG outlets (orange in color). (There are no receptacles numbered 3, 4, 05 6.) The receptacles will be installed in panels by the furniture installer. The electrical contractor is not required to individually wire the receptacles in the furniture panels. The electrical contractor shall turn on the circuit breakers in the power panels for the branch circuits feeding the systems furniture and test each receptacle in the furniture to verify that it is energized and connected properly. Immediately notify the Contracting Officer of any discrepancies.

- (c) The Government shall be responsible for providing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall-mounted data and telephone junction boxes, which shall include rings and pull strings designed to facilitate the installation of cable. The Lessor shall provide a means of distributing the cable via a system of ladder-type cable trays which shall form a loop around the perimeter of the Government-occupied space. Said ladder trays shall provide access to both



telecommunications data closets and telephone closets, and shall be located such that they are within a 30-foot horizontal distance of any single drop.

**6.16. LIGHTING: INTERIOR (JAN 1997)**

- (a) Modern low brightness, parabolic type 2' x 4' or 2' x 2' fluorescent fixtures using no more than 2.0 watts/BOMA Usable square foot shall be provided. Such fixtures shall be capable of producing and maintaining a uniform lighting level of 50 foot-candles at working surface height throughout the space. A lighting level of at least 20 foot-candles at foot level should be maintained in corridors providing ingress and egress to the Government leased space. One to 10 foot-candles or minimum levels sufficient to ensure safety should be maintained in other non-working areas. When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.
- (b) Building entrances and parking areas must be lighted. Ballasts are to be rapid-start, thermally protected, voltage regulating type, UL listed and ETL approved.
- (c) Outdoor parking areas shall have a minimum of 1 foot-candle of illumination. Indoor parking areas shall have a minimum of 10 foot-candles level illumination.

**6.17. SWITCHES (JAN 1997)**

Switches shall be located on columns or walls by door openings in accordance with the "Controls" subparagraph of the paragraph entitled "Handicapped Accessibility" in the "General Architectural" section of this solicitation. No more than 1000 BOMA Usable Square Feet of open space shall be controlled by one light switch.

**6.18. ADDITIONAL ELECTRICAL CONTROLS**

If the Offeror proposes that the Government pay separately for electricity, no more than 500 square feet of office may be controlled by one switch or automatic light control and must be provided to all space on the Government meter, either through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the Contracting Officer.

**6.19. ELEVATORS (JAN 1997)**

- (a) The Lessor shall provide suitable passenger and freight elevator service to all GSA-leased space not having ground level access.
- (b) CODE:  
Elevators shall conform to the current editions of the American National Standard A17.1, Safety Code for Elevators and Escalators, except that elevator cabs are not required to have a visual or audible signal to notify passengers during automatic recall. The elevator shall be inspected and maintained in accordance with the current requirements of the American National Standard A17.2, Inspector's Manual for Elevators.

## **7.0 SERVICES, UTILITIES, MAINTENANCE**

### **7.1. SERVICES, UTILITIES, MAINTENANCE: GENERAL**

Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor must have a building superintendent or a locally designated representative available to promptly correct deficiencies.

### **7.2. NORMAL HOURS**

Services, utilities, and maintenance will be provided daily, extending 7:00 am to 6:00 pm except Saturdays, Sundays, and Federal holidays.

### **7.3. OVERTIME USAGE (JAN 1997)**

- (a) The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.
- (b) If heating or cooling is required on an overtime basis, such services will be ordered orally or in writing by the Contracting Officer or Buildings Manager. When ordered, services shall be provided at the hourly rate established in the contract. Costs for personal services shall only be included as authorized by the Government.
- (c) When the cost of service is \$2,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$2,000 will be placed using a Form 300, Order for Supplies or Services. The clauses entitled "GSAR 552.232-71 Prompt Payment" and "GSAR 552.232-72 Invoice Requirements (Variation)" apply to all orders for overtime services.
- (d) All orders are subject to the terms and conditions of this lease. In the event of a conflict between an order and this lease, the lease shall control.

### **7.4. UTILITIES**

The Lessor shall ensure that utilities necessary for operation are provided and all associated costs are included as a part of the established rental rate.

### **7.5. JANITORIAL SERVICES (JAN 1997)**

The Lessor shall provide janitorial services for the leased space, public areas, entrances, and all other common areas and provide replacement of supplies. Cleaning is to be performed during tenant working hours.

The Lessor shall maintain the leased premises, including outside areas in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

#### **DAILY:**

Empty trash receptacles and clean ashtrays. Sweep entrances, lobbies and corridors. Spot sweep floors and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances and lobbies, clean elevators and escalators, remove carpet stains. Police sidewalks, parking areas and driveways. Sweep loading dock areas and platforms.

#### **THREE TIMES A WEEK:**

Sweep or vacuum stairs.

#### **WEEKLY:**

Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas and driveways (weather permitting).

#### **EVERY TWO WEEKS:**

Spray buff resilient floors in secondary corridors, entrance and lobbies. Damp mop and spray buff hard and resilient floors in office space. Completely sweep and/or vacuum carpets.

#### **MONTHLY:**

Thoroughly dust furniture. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.

#### **EVERY TWO MONTHS:**

Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills and frames. Shampoo entrance and elevator carpets.

**THREE TIMES A YEAR:**

Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

**TWICE A YEAR:**

Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.

**ANNUALLY:**

Wash all venetian blinds and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all drapes in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways and flat roofs.

**EVERY TWO YEARS:**

Shampoo carpets in all offices and other non-public areas.

**EVERY FIVE YEARS:**

Dry clean or wash (as appropriate) all drapes.

**AS REQUIRED:**

Properly maintain plants and lawns, remove snow and ice from entrances, exterior walks and parking lots of the building. Provide initial supply, installation and replacement of light bulbs, tubes, ballasts and starters. Replace worn floor coverings (this includes moving and return of furniture). Control pests as appropriate, using Integrated Pest Management techniques.

**7.6. SCHEDULE OF PERIODIC SERVICES**

Within 60 days after occupancy by the Government, the Lessor shall provide the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly or monthly.

**7.7. MAINTENANCE AND TESTING OF SYSTEMS (OCT 1996)**

- (a) The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems must be done in accordance with applicable codes, and inspection certificates must be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Field Office Manager or a designated representative.
- (b) Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a representative of the Contracting Officer.

**7.8. FLAG DISPLAY**

The Lessor shall be responsible for flag display on all workdays and Federal holidays. The Government will provide instructions when flags must be flown at half-staff.

**7.9. SECURITY**

The Lessor shall provide a level of security which reasonably deters unauthorized entry to the space leased during non-duty hours and deters loitering or disruptive acts in and around the space leased during duty hours. See Special FBI Requirements, Paragraph 9.5, Security Requirements.

**7.10. SECURITY: ADDITIONAL REQUIREMENTS**

The Government reserves the right to require the Lessor to submit completed fingerprint charts and personal history statements for each employee of the Lessor as well as employees of the Lessor's contractor's or subcontractors who will provide building operating services of a continuing nature for the property in which the leased space is located. The Government may also require this information for employees of the Lessor, his contractors, or subcontractors who will be engaged to perform alterations or emergency repairs for the property.

If required, the Contracting Officer will furnish the Lessor with form FD-258, "Fingerprint Chart" and Form 176, "Statement of Personal History" to be completed for each employee and returned by the Lessor to the Contracting Officer or his designated representative within 10 working days from the date of the written request to do so. Based on the information furnished, the Government will conduct security checks of the employees. The Contracting Officer will advise the Lessor in writing if an employee is found to be unsuitable or unfit for his assigned duties. Effective immediately, such an employee cannot work or be assigned to work on the property in which the leased space is located. The Lessor will be required to provide the same data within 10 working days from the addition of new employee(s) to the work force. In the event the Lessor's contractor/subcontractor is subsequently replaced, the new contractor/subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor/subcontractor. The Contracting Officer may require the Lessor to submit Form FD-258 and Form 176 for every employee covered by this clause on a 3-year basis.

**7.11. BUILDING OPERATING PLAN**

If the cost of utilities is not included as part of the rental consideration, Offerors shall submit a building operating plan with the offer. Such plan shall include a schedule of start-up and shutdown times for operation of each building system, such as lighting, heating, cooling, ventilation, and plumbing which is necessary for the operation of the building. Such plan shall be in operation on the effective date of the lease.

**7.12. LANDSCAPE MAINTENANCE**

Performance will be based on the Contracting Officer's evaluation of results and not the frequency or the method of performance. Landscape maintenance is to be performed during the growing season on a weekly cycle and will consist of watering, mowing, and policing area to keep it free of debris. Pruning and fertilization are to be done on an as needed basis. In addition, dead or dying plants are to be replaced.



## **8.0 SAFETY AND ENVIRONMENTAL MANAGEMENT**

### **8.1. OCCUPANCY PERMIT (OCT 1996)**

The Lessor shall provide a valid Occupancy Permit for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue occupancy permits, Offerors should consult the contracting officer to determine if other documentation may be needed.

### **8.2. FIRE AND LIFE SAFETY (OCT 1996)**

The building's egress arrangements shall follow the requirements of National Fire Protection Association Standard 101, known as the "Life Safety Code". If local code is more stringent than the Life Safety Code, use the more stringent portions of the code.

### **8.3. SPRINKLER SYSTEM (OCT 1996)**

Provide full coverage sprinkler system in accordance with NFPA 13, NFPA 14, and NFPA 24. Provide double check valve assembly for backflow prevention of sprinkler system. Install backflow preventer at entry point of sprinkler line to building before any pumps, bypass loops, or sprinkler devices.

### **8.4. FIRE ALARM SYSTEMS (OCT 1996)**

Provide an automatic fire alarm system, meeting NFPA 72-1996, complete with the following:

- Manual pull stations at all exits.
- Monitoring of all sprinkler valve supervisory and alarm functions.
- Fire pump supervisory functions (if applicable).
- Smoke detectors at the fire alarm panel(s).
- Smoke detectors at notification appliance power supplies and amplifiers (if applicable).
- Duct smoke detectors, compatible with fire alarm panel, in all HVAC units larger than 2000 cfm.
- Audible notification appliances meeting all requirements of NFPA 72 - 1996 and ADA.
- Visual notification appliances meeting all requirements of NFPA 72 - 1996 and ADA.
- Off site monitoring by UL listed Central Station Service.

This automatic fire alarm system is in addition to having a full coverage sprinkler system.

### **8.5. OSHA REQUIREMENTS (OCT 1996)**

The Lessor shall maintain buildings and space in a safe and healthful condition according to the Occupational Safety and Health Administration (OSHA) standards.

### **8.6. ASBESTOS (OCT 1996)**

- (a) Offers are requested for space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels) which is not damaged or subject to damage by routine operations. For purposes of this "Asbestos" paragraph, "space" includes the space offered for lease, common building areas and ventilation systems and zones serving the space offered, and the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging) which is not damaged or subject to damage by routine operations.
- (b) Definition. ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.
- (c) Space with ACM of any type or condition may be upgraded by the offeror to meet the conditions described in subparagraph (a) by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If an offer involving abatement of ACM is accepted by the Government, the Lessor shall, prior to occupancy, successfully complete the abatement in accordance with Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), Department of Transportation (DOT), State, and local regulations and guidance.
- (d) Management plan. If space is offered which contains ACM, the offeror must submit an asbestos-related management plan for acceptance by the Government prior to lease award. This plan must conform to EPA guidance, be implemented prior to occupancy, and be revised promptly when conditions affecting the plan change. If asbestos abatement work is to be performed in the space after occupancy, the Lessor shall submit to the Contracting Officer the occupant safety plan and a description of the methods of abatement and reoccupancy clearance, in accordance with OSHA, EPA, DOT, State, and local regulations and guidance, at least 4 weeks prior to the abatement work.

### **8.7. INDOOR AIR QUALITY (OCT 1996)**

- (a) The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO<sub>2</sub>), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO - 9 parts per million (ppm) time-weighted average (TWA - 8-hour sample); CO<sub>2</sub> - 1000 ppm (TWA); formaldehyde - 0.1 ppm (TWA).

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- (b) The Lessor shall make a reasonable attempt to apply insecticides (except traps), paints, glues, adhesives, and heating, ventilating and air conditioning (HVAC) system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide advance notice to the tenant before applying noxious chemicals in occupied spaces, and adequate ventilation in those spaces during working hours during and after application.
- (c) The Lessor shall, at all times, supply adequate ventilation to the leased premises with air having contaminants below OSHA or EPA action levels and permissible exposure limits, and without noxious odors or dusts. The Lessor shall conduct HVAC system balancing after all HVAC system alterations; and make a reasonable attempt to schedule major construction outside of office hours.
- (d) The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement controls, including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC systems, etc.), to address such complaints.
- (e) The Government reserves the right to conduct independent IAQ assessments and detailed studies in space it occupies, as well as in space serving the Government-leased space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by making available information on building operations and Lessor activities, and providing access to space for assessment and testing, if required, and implement corrective measures required by the Contracting Officer.

#### 8.8. RADON IN AIR (OCT 1996)

- (a) The radon concentration in the air of space leased to the Government shall be less than the Environmental Protection Agency (EPA) action concentration for homes of 4 picoCuries per liter (pCi/L), herein called the "EPA action concentration."
- (b) Initial testing:
  - (1) The Lessor shall test for radon that portion of space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (space on the third or higher floor above grade need not be measured), report the results to the Contracting Officer upon award, and promptly carry out a corrective action program for any radon concentration which equals or exceeds the EPA action level.
  - (2) Testing sequence: The Lessor shall measure radon by the Standard Test in subparagraph (d)(1), completing the Test not later than 150 days after award, unless the Contracting Officer decides that there is not enough time to complete the Test before Government occupancy, in which case the Lessor shall perform the Short Test in subparagraph (d)(2).
  - (3) If the space offered for lease to the Government is in a building under construction or proposed for construction, the Lessor shall, if possible, perform the Standard Test during buildout before Government occupancy of the space. If the Contracting Officer decides that it is not possible to complete the Standard Test before occupancy, the Lessor shall complete the Short Test before occupancy, and the Standard Test not later than 150 days after occupancy.
- (c) Corrective action program:
  - (1) Program initiation and procedures:
    - (i) If the Government or the Lessor detects radon at or above the EPA action level at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the EPA action level before Government occupancy.
    - (ii) If the Government or the Lessor detects a radon concentration at or above the EPA action level at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the EPA action level.
    - (iii) If the Government or the Lessor detects a radon concentration at or above the EPA residential occupancy concentration of 200 pCi/L at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area, and provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the EPA action level and certifies the space for reoccupancy.
    - (iv) The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in building condition or operation which would affect the program or increase the radon concentration to or above the EPA action level.
  - (2) The Lessor shall perform the Standard Test in subparagraph (d)(1) to assess the effectiveness of a corrective action program. The Lessor may also perform the Short Test in subparagraph (d)(2) to determine whether the space may be occupied, but shall begin the Standard Test concurrently with the Short Test.
  - (3) All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant reoccupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.

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- (4) If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the EPA action level, the Government may implement a corrective action program and deduct its costs from the rent.

(d) Testing procedures:

- (1) Standard Test: Place Alpha Track Detectors or Electret Ion Chambers throughout the required area for 91 or more days so that each covers no more than 2,000 square feet of usable space. Use only devices listed in the EPA Radon Measurement Proficiency (RMP) Program Application Device Checklists. Use a laboratory rated proficient in the EPA Program to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.
- (2) Short Test: Place Alpha Track Detectors for at least 14 days, or Electret Ion Chambers or charcoal canisters for 2 to 3 days, throughout the required area so that each covers no more than 2,000 square feet of usable space, starting not later than 7 days after award. Use only devices listed in the EPA RMP Program Application Device Checklists. Use a laboratory rated proficient in the EPA Program to analyze the devices, and submit the results and supporting data within 30 days after the measurement. In addition, complete the Standard Test not later than 150 days after Government occupancy.

**8.9. RADON IN WATER (SEP 1991)**

- (a) Two water samples constituting a sampling pair shall be taken from the same location for quality control. They shall be obtained inside the building and as near the non-public water source as is practical, in accordance with EPA's "Radon In Water Sampling Program Manual." Analysis of water samples for radon must be performed by a laboratory that uses the analytical procedures as described in EPA's "Two Test Procedures For Radon In Drinking Water."
- (b) The Lessor shall perform the necessary radon testing and submit a certification to the Contracting Officer before the Government occupies the space.
- (c) If the EPA action level is reached or exceeded, the Lessor shall institute abatement methods, such as aeration, which reduce the radon to below the EPA action level prior to occupancy by the Government, and are promptly revised when building conditions which would or do affect the program change.

**8.10. HAZARDOUS MATERIALS (OCT 1996)**

The leased space shall be free of hazardous materials according to applicable Federal, State, and local environmental regulations.

**8.11. RECYCLING (OCT 1996)**

Where State and/or local law, code or ordinance require recycling programs for the space to be provided pursuant to this solicitation, the successful offeror shall comply with such State and/or local law, code or ordinance in accordance with the paragraph of the General Clauses entitled "Compliance with Applicable Law." In all other cases, the successful offeror shall establish a recycling program in the leased space where local markets for recovered materials exist. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and the leased space.

## 9.0 SPECIAL REQUIREMENTS

The following: Lump Sum Reimbursable Price List; Section 9, Special FBI Requirements, paragraphs 9.1 through 9.16; Appendix I, Specific Room Requirements; Appendix II, Diagrams Index; Appendix III, Dedicated 24-Hour HVAC System Requirements; Appendix Electrical Requirements, and attached purchase option agreement, Exhibit A, topographical and boundary surveys, Exhibits B and C, and attached legal description are hereby incorporated into this Solicitation For Offers (SFO). If a difference arises between the body of the SFO and the attached requirements of this package, the offeror is responsible for requesting clarification from the Contracting Officer. The Special FBI Requirements can only be more stringent than the existing requirements of the SFO.



**SOLICITATION FOR OFFERS 8AR0021  
AMENDMENT NUMBER ONE  
FEDERAL BUREAU OF INVESTIGATION  
LITTLE ROCK, ARKANSAS**

**July 13, 1999**

A. The following paragraphs of the above referenced solicitation package are hereby deleted and replaced as indicated below. The modified verbiage is in bold print.

**1.3. Unique Requirements**

1

- 2 (b) There are 106 secured/inside parking spaces and 15 outside parking  
spaces required for this building **which may be considered** as a part of  
the city code required parking (see Special FBI Requirements). Parking  
3 for other than employees shall be located outside of the 100-foot setback.

**1.5. Offer Due Date**

Phase I offers are due by 5:00 p.m. Central Standard Time on **July 30, 1999**, and must remain open until the Competitive Range is established or the offer is terminated in writing by the Offeror to the Contracting Officer. Establishment of the Competitive Range is expected within 2 months of the Phase I offer due date. Award of the lease is anticipated within 6 months of the Phase I offer due date. Please refer to GSA form 3516, Solicitation Provision; 552.2701(c) Late Submissions, Modifications, and Withdrawals of Offers, for the detail regarding how offers are received after the time and date above will be handled.

**1.7. How to Offer (Jan 1997)**

- (a) Offers are to be submitted to the Contracting Officer at:  
General Services Administration  
Public Buildings Service  
Attn: Tina Jaegerman (7PTA)  
819 Taylor Street  
Fort Worth, TX 76102

Responses to the solicitation for offers will be evaluated using a two-phase process. Phase one will evaluate and rank the offeror submissions regarding the Project Team's experience and past performance as described in Section 2.2.1, Phase I Evaluation, of this solicitation. Offers that do not make the top five team submissions, which is hereby referred to as the competitive range (FAR15.306), will not be acceptable for this procurement and eliminated without further consideration. Those top five acceptable submissions will be invited to

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participate in Phase II of the procurement and asked to submit proposals which will be evaluated in accordance with Section 2.2.2, 2.2.3 and 2.2.4, Phase II Evaluation, of this Solicitation. In addition to the information required by Section 2 of this SFO, Phase II submittals shall also include GSA Form 1364, Proposal to Lease Space, and GSA Form 1217, Lessor's Annual Cost Statement, initialed **GSA Form 3517B, General Clauses**, completed and initialed GSA Form 3518, Representations and Certifications.

9.2. Site Security Requirements (Single Tenant Construction)

Item number 3 requesting a color rendering and elevations of all facades of the proposed building(s) **will not be required** with Phase I submittals. **The information shall be included with Phase II submittals.**

Item number 4 requesting a color interior perspective rendering of the proposed entrance lobby **will not be required** with Phase I submittals. **The information shall be included with Phase II submittals.**

B. The followings diagrams and/or specifications provided within Section 9 – Special FBI Requirements of the above referenced solicitation package are hereby omitted and replaced with the diagrams and/or specifications below.

(1) Appendix II, Typical Details/Diagrams and Specifications  
Security Diagrams, Security – 2, Guard Booth Assembly:

Guard Booth Assembly Specifications, entitled "Norshield NS 5000-3 (or Equivalent)" shall be replaced with the attached Guard Booth Assembly Specifications, entitled "Guard Booth (Revised)".

(2) Appendix II, Typical Details/Diagrams and Specifications  
Wall Specifications, Wall A-1, Ceiling High Partitioning:

Diagram A-1, Wall Specifications, shall be replaced with the attached Diagram A-1, Wall Specifications (Revised).

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**SOLICITATION FOR OFFERS 8AR0021  
AMENDMENT NUMBER TWO  
FEDERAL BUREAU OF INVESTIGATION  
LITTLE ROCK, ARKANSAS**

**July 19, 1999**

A. The following paragraphs of the above referenced solicitation package are hereby deleted and replaced as indicated below. The modified verbiage is in bold print.

**5.3. Ceilings (Sep 1991)**

**The building shall have a vertical clearance of at least 12 feet from the floor to the lowest structure on floors not used for parking. All mechanical ductwork, sprinkler systems, etc., shall be installed tight to the deck above to minimize loss of clear space above the suspended ceiling. Vertical clearance in the parking garage area(s) shall be a minimum of 10 feet. The suspended ceiling height must be at least 9 feet measured from the floor. Areas with raised flooring must maintain these ceiling height limitations above the finished raised flooring. The ceiling must have a minimum noise reduction coefficient (NRC) of 0.60 and a minimum Sound Transmission Class (STC) of 40 throughout the Government occupied space. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided.**

Ceilings must be a flat plane in each room and suspended with fluorescent recessed fixtures and finished as follows unless an alternate finish is approved by the Contracting Officer:

- Restrooms: plaster or pointed and taped gypsum board.
- Offices and Conference Rooms: mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or equivalent quality to be approved by the Contracting Officer.
- Corridors and Eating/Galley Areas: plaster or pointed and taped gypsum board or mineral acoustical tile.

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Page 2  
Amendment No. 2  
SFO 8AR0021

9.2. Site Security Requirements (Single Tenant Construction)

Item number 3 requesting a color rendering and elevations of all facades of the proposed building(s): **A color rendering will not be required in phase I submittals, however elevations of the facades will be evaluated in phase I. The color renderings shall be included with Phase II submittals.**

B. All references to the Automotive/Electrical Communications and Processing Facility shall be omitted and replaced with **Automotive/Electronic Communications and Processing Facility**.

C. Offerors shall acknowledge receipt of Amendment No. 1 and 2 to SFO No. 8AR0021 by signing and returning a copy of this page to the Contracting Officer.

\_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
Date

I hereby acknowledge receipt of these amendments.

\_\_\_\_\_  
Offeror's Name (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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SOLICITATION FOR OFFERS 8AR0021  
AMENDMENT NUMBER THREE  
FEDERAL BUREAU OF INVESTIGATION  
LITTLE ROCK, ARKANSAS

August 24, 1999

I. The following paragraphs of the above referenced solicitation package are hereby deleted and replaced as indicated below.

1.7 HOW TO OFFER (JAN 1997)

- (a) Offers are to be submitted to the Contracting Officer at:  
General Services Administration  
Public Buildings Service  
Attn: Tina Jaegerman (7PTA)  
Room 11A01  
819 Taylor Street  
Fort Worth, TX 76102

Responses to the solicitation for offers will be evaluated using a two-phase process. Phase one will evaluate and rank the offeror submissions regarding the Project Team's experience and past performance, Key Personnel Qualifications, Site and Preliminary Building Configuration, and Philosophy and Design Intent as described in Section 2.2.1, Phase I Evaluation, of this solicitation. Offers that do not make the top five team submissions, which is hereby referred to as the competitive range (FAR15.306), will not be acceptable for this procurement and eliminated without further consideration. Those top five acceptable submissions will be invited to participate in phase II of the procurement and asked to submit proposals which will be evaluated in accordance with Section 2.2.2, 2.2.3 and 2.2.4, Phase II Evaluation, of this Solicitation. In addition to the information required by Section 2 of this SFO, Phase II submittals shall also include GSA Form 1364, Proposal to Lease Space, and GSA Form 1217, Lessor's Annual Cost Statement, initialed GSA Form 3517B, General Clauses, completed and initialed GSA Form 3518, Representations and Certifications.

2.2.1. PHASE I (Initial Proposal)

- (b) The offeror must submit a preliminary site and building configuration proposal. The submission must include a site plan with building placements, tentative layout of building entries, parking in relationship to building entry and AECPF and expansion proposals. The submission shall also include elevations of all facades of the proposed building(s). Proposals should show at a minimum the common area and core space such as restroom area and elevators along

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with window placement for a typical floor. Proposals should be cost effective and easily demonstrate the tenants capability to have integrated use of the facility.

#### 1.5. OFFER DUE DATE

Phase I offers are due by 5:00 p.m. Central Standard Time on September 3, 1999 , and must remain open until the Competitive Range is established or the offer is terminated in writing by the Offeror to the Contracting Officer. Establishment of the Competitive Range is expected within 2 months of the phase I offer due date. Award of the lease is anticipated within 6 months of the phase I offer due date. Please refer to GSA Form 3516, Solicitation Provisions; 552.2701(c) Late Submissions, Modifications, and withdrawals of Offers, for the detail regarding how offers received after the time and date above will be handled.

II. The following paragraph is hereby added to the above referenced solicitation package.

The Government hereby reserves the right to select those offerors within the competitive range on the basis of the initial Phase I proposal, without clarifications or communications.

III. Offerors shall acknowledge receipt of Amendment No. 3 to SFO No. 8AR0021 by signing and returning a copy of this page to the Contracting Officer.

\_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
Date

I hereby acknowledge receipt of this amendment.

\_\_\_\_\_  
Offeror's Name (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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SOLICITATION FOR OFFERS 8AR0021  
AMENDMENT NUMBER FOUR  
FEDERAL BUREAU OF INVESTIGATION  
LITTLE ROCK, ARKANSAS

December 7, 1999

**A. THE FOLLOWING PARAGRAPHS OF THE ABOVE REFERENCED SOLICITATION PACKAGE ARE HEREBY DELETED AND REPLACED AS INDICATED BELOW.**

**2.2 OTHER FACTORS: SPECIFIC**

After review of "Final Proposal Revisions" is completed, the lease will be awarded to the Offeror whose offer will be most advantageous to the Government, price and other award factors which follow in subparagraphs 2.2.2, 2.2.3, 2.2.4.

The prospectus limitation is based upon the effective date of the lease, which is defined as the date of occupancy. The prospectus limitation allows increases and decreases in operating cost and tax adjustment in accordance with paragraphs 3.4, Tax Adjustment and 3.6, Operating Costs.

The Government will do calculations that demonstrate that the present value of the net operating income over the life of the lease does not exceed 90% of the Government's estimate of the cost of the project. Net operating income is derived by subtracting operating expenses (Line 27, GSA Form 1217, Lessor's Annual Cost Statement), property taxes, insurance, lessor's management and building maintenance, and reserves for replacement. Net present value of net operating income cannot exceed 90% of the Government's estimate.

For this Solicitation, THE COMBINED WEIGHT OF THE TECHNICAL FACTORS IS MORE IMPORTANT THAN PRICE. As the proposals become more equal in their technical merit, the evaluated cost or price becomes more important during phase II. Technical factors listed below (subparagraphs 2.2.1) are listed in descending order of importance. During phase I, Past Performance is most important. Key Personnel Qualifications, Site Configuration and Philosophy and Design Intent are all of equal value. Technical factors listed below (subparagraphs 2.2.2, 2.2.3, 2.2.4) are listed in descending order of importance. During phase II, Item 2.2.2, Quality and Appearance, is of greater importance than the sum of items 2.2.3, Project Team Experience and Qualifications, and 2.2.4, Management Plan. Item 2.2.3, Project Team Experience and Qualifications, is of substantially greater

importance than item 2.2.4, Management Plan. In 2.2.2, Quality and Appearance, Building systems, is of greater importance than the other subfactors. Within 2.2.3, Project Team Experience and Qualifications, Design Excellence is of greater importance than the combination of the other two subfactors.

### 5.3 CEILINGS (SEP 1991)

The building shall have a vertical clearance of at least 12 feet from the floor to the lowest structure on floors not used for parking. All mechanical ductwork, sprinkler systems, etc., shall be installed tight to the deck above the suspended ceiling. Vertical clearance in the parking garage area(s) shall be a minimum of 12 feet. The suspended ceiling height must be at least 9 feet measured from the floor. Areas with raised flooring must maintain these ceiling height limitation above the finished raised flooring. The ceiling must have a minimum noise reduction coefficient (NRC) of 0.60 and a minimum Sound Transmission Class (STC) of 40 throughout the Government occupied space. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided.

Ceilings must be a flat plane in each room and suspended with fluorescent recessed fixtures and finished as follows unless an alternate finish is approved by the Contracting Officer:

- Restrooms: plaster or pointed and taped gypsum board.
- Offices and Conference Rooms: mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or equivalent quality to be approved by the Contracting Officer.
- Corridors and Eating/Galley Areas: plaster or pointed and taped gypsum board or mineral acoustical tile.

**B. THE FOLLOWING SECTIONS OF THE ABOVE REFERENCED SOLICIATION PACKAGE ARE HEREBY DELETED AND REPLACED WITH THE ATTACHED:**

1. Little Rock Field Office Space Requirements are replaced with Little Rock Field Office Space Requirements (Revised, 2 of 2)
2. Lump Sum Reimbursable Price, US Department of Justice, Federal Bureau of Investigation, Little Rock, Arkansas FBI is replaced with Lump Sum Reimbursable Price List, Little Rock FBI (Revised)

INITIALS

(b) (6)



**C. THE FOLLOWING ARE HEREBY ADDED TO THE ABOVE REFERENCED SOLICITATION PACKAGE.**

1. Amendment Number One to Option to Purchase Agreement Dated January 1, 1999
2. Foundation and Pavement Design Analysis
3. Plan for Subcontracting with Small Business, Small Disadvantaged Business, and Women-Owned Business

**D. OFFERORS SHALL ACKNOWLEDGE RECEIPT OF AMENDMENT NUMBER 4 TO SFO 8AR0021 BY SIGNING AND RETURNING A COPY OF THIS PAGE TO THE CONTRACTING OFFICER.**

I hereby acknowledge receipt of this amendment.

\_\_\_\_\_  
Offeror's Name (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
Date

INITIALS

GOVT / LESSOR

(b) (6)

**SOLICITATION FOR OFFERS 8AR0021  
AMENDMENT NUMBER FIVE  
FEDERAL BUREAU OF INVESTIGATION  
LITTLE ROCK, ARKANSAS**

**December 22, 1999**

**A. THE FOLLOWING PARAGRAPHS OF THE ABOVE REFERENCED  
SOLICIATION PACKAGE ARE HEREBY DELETED AND REPLACED AS  
INDICATED BELOW.**

**5.3 CEILINGS (SEP 1991)**

The building shall have a vertical clearance of at least 12 feet from the floor to the lowest structure on floors not used for parking. All mechanical ductwork, sprinkler systems, etc., shall be installed tight to the deck above the suspended ceiling. Vertical clearance in the parking garage area(s) shall be a minimum of **11 feet**. The suspended ceiling height must be at least 9 feet measured from the floor. Areas with raised flooring must maintain these ceiling height limitation above the finished raised flooring. The ceiling must have a minimum noise reduction coefficient (NRC) of 0.60 and a minimum Sound Transmission Class (STC) of 40 throughout the Government occupied space. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided.

Ceilings must be a flat plane in each room and suspended with fluorescent recessed fixtures and finished as follows unless an alternate finish is approved by the Contracting Officer:

- Restrooms: plaster or pointed and taped gypsum board.
- Offices and Conference Rooms: mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or equivalent quality to be approved by the Contracting Officer.
- Corridors and Eating/Galley Areas: plaster or pointed and taped gypsum board or mineral acoustical tile.

**B. THE FOLLOWING COMMENT IS TO BE CONSIDERED IN THE  
PREPARATION OF YOUR PHASE II PROPOSAL.**

Section 9, Special FBI Requirements, page 54, Parking Requirements: With the added perimeter barrier for the facility, the 8-foot tall chain link fence around the outside-secured parking is **no longer required**.

INITIALS

GOVT	LESSOR
(b) (6)	

**C. OFFERORS SHALL ACKNOWLEDGE RECEIPT OF AMENDMENT  
NUMBER 5 TO SFO 8AR0021 BY SIGNING AND RETURNING A COPY  
OF THIS PAGE TO THE CONTRACTING OFFICER.**

I hereby acknowledge receipt of this amendment.

\_\_\_\_\_  
Offeror's Name (Please Print)

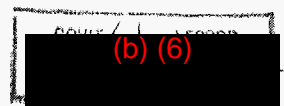
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Signature

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Date

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Contracting Officer

\_\_\_\_\_  
Date

INITIALS



**SOLICITATION FOR OFFERS 8AR0021  
AMENDMENT NUMBER SIX  
FEDERAL BUREAU OF INVESTIGATION  
LITTLE ROCK, ARKANSAS**

**February 10, 1999**

**I. THE FOLLOWING PARAGRAPH OF THE ABOVE REFERENCED  
SOLICITATION PACKAGE IS HEREBY DELETED AND REPLACED AS  
INDICATED BELOW.**

1.10 Price Evaluation (present value) (Jan. 1997) (Phase II)

(4) To the gross PVC will be added:

----The cost of the Government provided services not included in the rental  
escalated at 4 percent compounded annually and discounted annually at 8  
percent.

**II. THE FOLLOWING PARAGRAPH IS HEREBY ADDED TO THE  
SOLICITATION.**

By submitting your best and final offer for this project, the successful offeror,  
hereby agrees to re-negotiate all lump sum items listed in the package for fair  
and reasonableness. Fair and reasonableness will be determined by the  
Contracting Officer based on the government's estimate and the successful  
offeror's proposal.

**III. OFFERORS SHALL ACKNOWLEDGE RECEIPT OF AMENDMENT  
NUMBER 6 TO SFO 8AR0021 BY SIGNING AND RETURNING A COPY  
OF THIS PAGE TO THE CONTRACTING OFFICER.**

I hereby acknowledge receipt of this amendment.

\_\_\_\_\_  
Offeror's Name (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
Date

INITIALS

(b) (6)



# EXHIBIT E QUALITY AND APPEARANCE NARRATIVE



*Proposed Little Rock FBI Facility*

## Overview

The naturally beautiful and interesting site chosen for the FBI - Little Rock headquarters gave our team the opportunity to design a facility that will be a commanding presence in the Little Rock suburban office area. The knoll at the center of the site allowed us to "perch" the building above street level, while hiding the parking garage in the side of the hill. Three shades of brick on a base of limestone-color ground face block and the massing of building elements on the site gives the facility an impressive and dignified appeal. Situated inside its secure perimeter, it will be functionally efficient as well as friendly and comfortable for employees and visitors.

The impressive front facade of our building faces Shackleford West Boulevard, where we have located the main entrance to the complex and the protective guard house to control the secured perimeter of the site. Visitors will park in this area near a pedestrian gate and entry plaza, where their access can be monitored by the guard on duty.

Inside the pedestrian gate, the patterned con-

crete walkway draws visitors to the plaza area where the bureau's three flagpoles are positioned. Extensive landscaping, including large grassy areas along with formal beds of ever-green bushes planted for year-round color, form the backdrop to the plaza.

Just beyond, the full height columns at the massive formal entrance to the building lead to an impressive public lobby behind a 25 foot curved glass wall. The focal point of the building is the two-story interior atrium, with its sweeping circular staircase and 10 foot diameter skylight. Visually and physically the center of the building, the atrium can be connected to the public lobby by a secure corridor and elevator lobby if so designed by the FBI.

Four additional elevator lobbies are centrally located in the two wings of the building near the restrooms and stairways. Skylights in the second floor lobbies will bring natural light into the interior of the building during the day. Faux skylights on the first floor create a similar effect.

Finish materials for the interior atrium, elevator lobbies, public lobby and secure corridor (if cho-

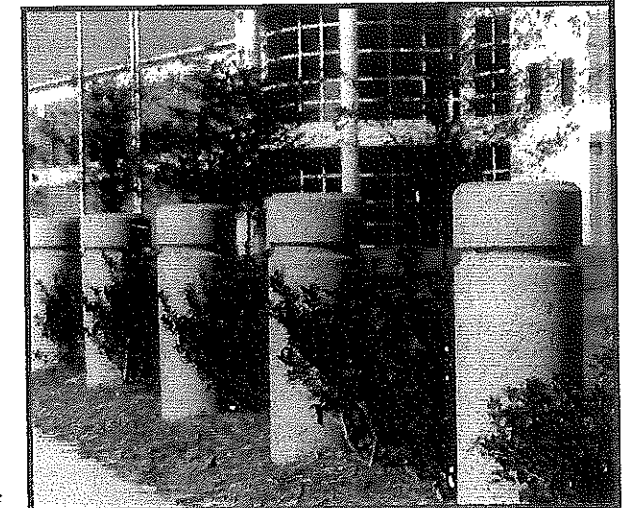
sen by the FBI) will include oak crown and base mouldings, wood covered columns with decorative sconces for subtle lighting, and upgraded wall coverings. The public lobby, atrium and secure corridor will have ceramic tile and granite flooring, while special carpet treatments will accent the elevator lobbies. Each of these areas will be detailed to create an impressive, first class look.

Landscaping is a prominent and defining factor in all Harris projects and will be used to improve the visual effect of the entire Little Rock setting. The impact of the entire project, and particularly the parking facilities, will be softened by trees, hedges, berms and grassy areas. As many existing trees as possible will be saved to preserve the natural beauty of the site, and new landscaping will create inviting areas throughout the property for employees.

Design parameters for this project were to create an impressive, efficient and secure facility which successfully camouflages the protective features in order to create a friendly and comfortable environment for employees and visitors. Our design accomplishes this goal.

# QUALITY AND APPEARANCE NARRATIVE

Federal Bureau of Investigation ♦ Little Rock



## Site Layout

The irregular shape of the site, the extreme elevation change of more than 25 feet from the high point to street level, combined with the one hundred foot perimeter set back, made the design of this project particularly difficult and challenging. Considerable time and effort was spent in the project's initial phase in order to utilize the interesting features of the site while incorporating the various components required by the FBI. We have carefully analyzed the topography, paying particular attention to the slopes of driveways and parking areas in order to establish the appropriate building elevations and functional relationship for each component.

Although the complex will contain three distinct and separate facilities, an office building, parking garage and the Automotive Electronic Communications and Processing Facility (A/ECPF), it is essential that they be made part of a cohesive and integrated design not only for appearance, but also for efficient interaction and use of each component. To achieve this goal, all three components are physically connected and constructed of the same materials.

INITIALS

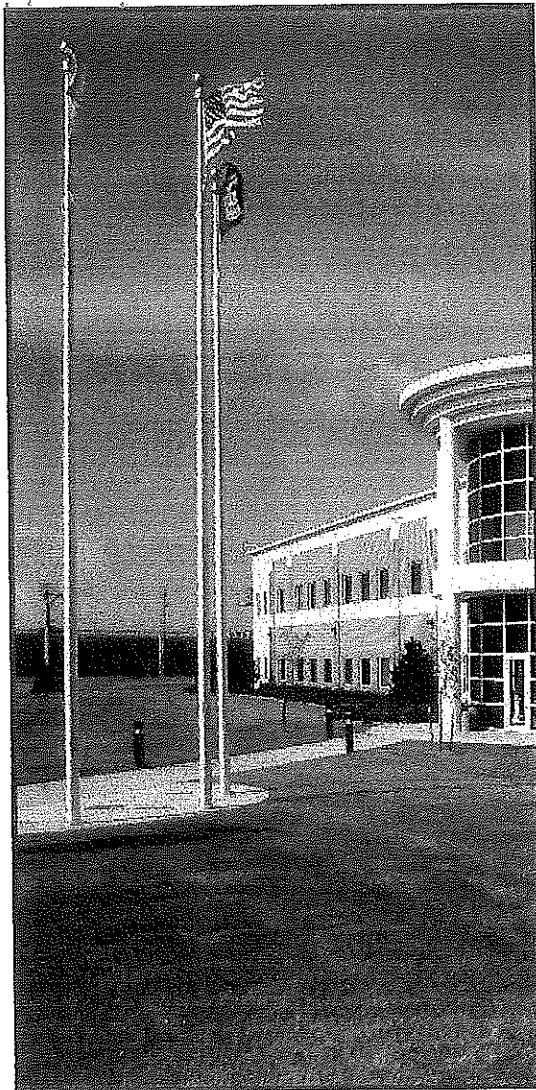
COVET / LESSOR  
(b) (6)

Harris  
Hathaway  
VCC  
Rees



# QUALITY AND APPEARANCE NARRATIVE

Federal Bureau of Investigation ♦ Little Rock



Landscaping will be an important element of the setting for this project. Although some of the native areas will be removed for construction of the buildings and parking areas, we will landscape everywhere possible with grass, trees and bushes chosen for their hardiness and low maintenance requirements. Our landscape budget of \$100,000 is sufficient to install the size and quantity of plants to enhance the buildings and remaining native areas. We have chosen junipers, pine trees and five varieties of holly for their evergreen color. Spirea and barberry bushes, golden rain trees and cherry trees will add a variety of seasonal colors to the landscape. All plants will be mature in three to five years from installation. We will take special care to preserve as much of the existing native areas as we are able.

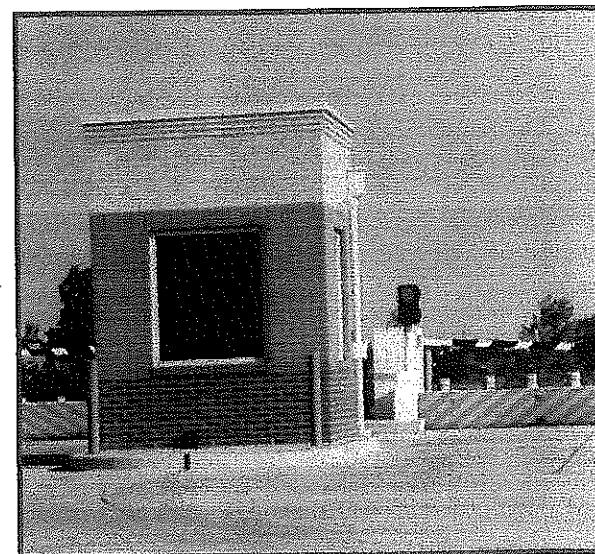
Employee parking, landscaped plazas and walkways fill the protected areas around the building. An outdoor seating area, ideal for lunch and smoking breaks, will be constructed near the west staff entry to the building. Two picnic tables with benches will be screened from the street and parking lots with fencing, trees and shrubs.

The main entry to the project is on Shackleford West Boulevard. Both the visitor parking lot and the secured vehicle entry to the entire complex are accessible from this drive. The secured entry is

monitored and controlled by the guard house, which also has the capability to monitor the visitor parking lot and pedestrian gate through the perimeter fence barrier.

Once inside the secured perimeter, visitors move through an impressive entry plaza to the building's main entrance. Decorative, patterned walkways, lined with formal planting beds and architectural lighting, distinguish the plaza where the three flagpoles are positioned. Additional landscaping, including evergreen trees and shrubs, and grass lawn, surrounds the main entry to the building.

Employees will enter the secured perimeter at the Shackleford entrance by utilizing an FBI provided

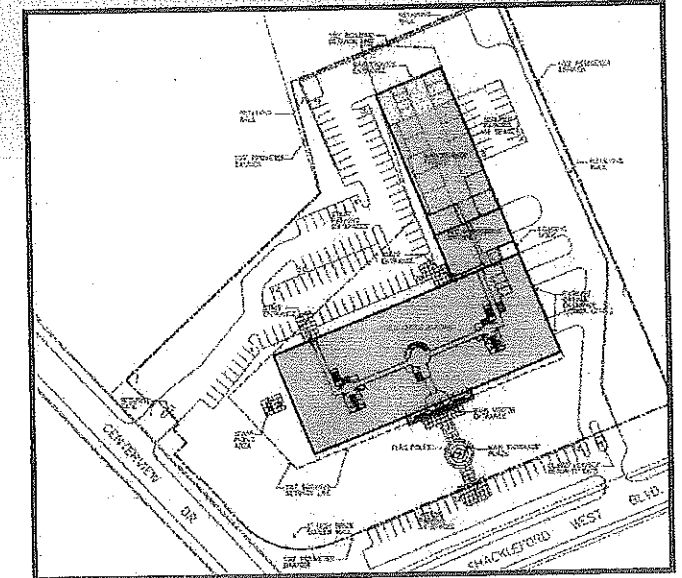


controller or by permission of the guard on duty. Rolling gates, which are part of the perimeter barrier, limit access at this point. Delta Scientific security gates, if chosen by the FBI as a lump sum item, provide vehicle protection in this area.

Inside the secured perimeter, this driveway nearly encircles the site, continuing past the parking garage, A/ECPF, loading dock, mechanical yards and employee parking lot and ending at the second vehicle entrance at Centerview Drive.

Taking advantage of the sloping terrain, the parking garage is tucked beneath the two-story office building, occupying a half basement. The top of the parking garage is buried below ground level at its west end, while the full height of the garage is exposed at the east end. Entry to the garage is from one of two ingress and egress drives through 20 foot wide, electronically controlled overhead doors. Two sets of elevators and stairs inside the garage connect to the building above.

Special care was taken with the design of the area around the entrance to the parking garage. Much of the site at this area is at the same grade as the parking garage, and will benefit from landscaping to soften it visually. Because it will be the entry point to the complex for top FBI agents and employees, we envision a generously landscaped area to define the entrance. To help achieve this goal, the mechanical yard was re-located to the back of the complex and replaced with trees, bushes and grass.



Site Plan

Continuing past the garage up a steeper slope to the first floor level of the office building is the A/ECPF and most of the building services (trash dumpster, loading dock, mechanical yard). The services are visually separated from the parking garage level by the sloping drive, a series of retaining walls, and landscaped beds, preserving the appearance of the garage entry area.

The A/ECPF is contained in a single structure connected to the north side of the office building. Two 12' x 20' tall overhead garage doors access the processing facility bays from the east drive. The processing facility office is reached through the office building itself or by exterior doors on the east side.

A single 20' wide by 12' tall overhead door serves the A/EC facility on its north side. Outside secured parking for 16 cars is located along the east side of the A/EC with a possible direct access door into the facility.

The entire service area was centralized in the back area of the complex both to shield it from view and to reduce traffic around it. FBI employees parking in either the parking garage or the staff parking lot enter and exit without driving through this area.

The mechanical yard was moved at additional expense to this part of the project from its most con-

INITIALS

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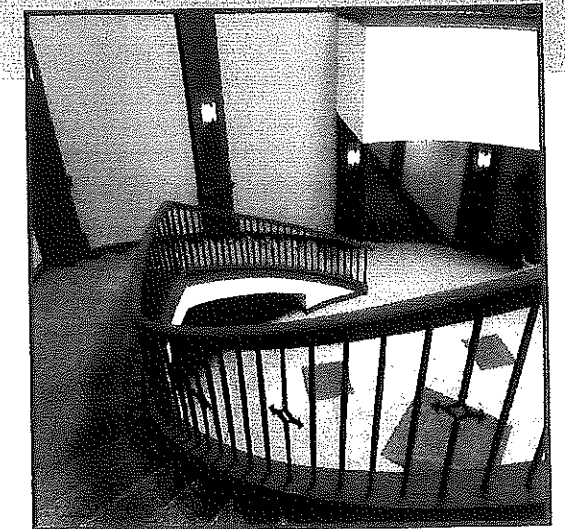
Harris  
Hathaway  
VCC  
Rosa





# QUALITY AND APPEARANCE NARRATIVE

Federal Bureau of Investigation ♦ Little Rock



venient location near the parking garage entrance to better shield it from view. The loading dock is recessed 30 feet inside the building protecting it from the weather as trucks are unloaded as well as to conceal it from view. The mechanical yard and trash dumpster, located just beyond the loading dock, are hidden behind an eight foot tall masonry fence.

Two staff entries were placed on the north side of the office building near the staff parking lot. These entries are covered to provide protection from the elements and both entries include a vestibule for further weather protection. The east entry is most convenient for access to the A/ECPF and the east end of the building. The west entry is more convenient for the center and west side of the building. Entry to the staff parking lot is from the gate on Centerview Drive, which is protected by a vehicle and perimeter barrier operated by FBI-provided access control equipment. Parking for employees, visitors, service vehicles and staff vehicles totals some 240 spaces. Parking for as many as 100 additional cars can be added, if needed.

## Perimeter Barrier

As specified, a tubular steel six foot tall fence with two integral steel cables will surround the entire site. Numerous insets and offsets will add interest and

soften its appearance. Landscaping will be arranged along the barrier and in these offset areas to help conceal the barrier.

Vehicle access gates by Delta Scientific, if chosen as a lump sum item, will be installed at each entry. Despite the manufacturer's suggestion that, for easy installation, these gates can be surface mounted after the pavement has been poured, we will recess the concrete drive to accommodate the gate mechanism. Our installation will place the gate flush with the driveway, eliminating the one inch bump above the drive which causes considerable noise as traffic drives across. Although not a significant issue, over time and with the predicted amount of traffic, a gate which has not been recessed would become an objectionable nuisance.

## Exterior Materials and Finishes for the Complex

Architects have chosen a palette of materials and colors for the FBI-Little Rock facility which reflect the suburban fabric and scale of the site, but convey strength and permanence in keeping with the dignified nature of the FBI.

Exterior materials chosen for the complex are predominantly masonry with an EIFS (exterior insulating finish system) cap. The base of the buildings will be a ground face concrete masonry block with limestone-like color. Red brick, with horizontal bands of a lighter shade of red for texture and pattern, form the body of the building. Accent brick, limestone in color, will be used to articulate the horizontal bands and the vertical control joints.

The massive full height columns which frame the main entrance to the office building will be constructed with the limestone-color ground face block. Metallic silver metal panels will be used on two round column elements engaged in the window system at the main entrance as well as on the canopy over the front entrance doors. The combination of these materials gives a sense of scale and importance to the building's main entrance. End bays of the office building have been recessed and will

be either the limestone color brick or the masonry blocks, lending a sense of formality to this building. Glazed masonry accent blocks, used above second floor windows, continue the patterning theme with a splash of accent color. Punched windows will create texture and rhythm as well as give some relief and break up the long facade. Windows are framed with silver aluminum mullions.

## Office Building

The focal point for the office building is a dramatic two story elevator and stairway atrium located in the center of the facility. Finished with crown mouldings, ceramic tile and granite flooring, wood trimmed columns with decorative lighting and upgraded wall coverings, the atrium creates a sophisticated and elegant image for the facility as a whole.

The sweeping open circulation stairway in the atrium connects the first and second floors and is the interior focal point for both levels of the building. The carpeted stairway is detailed with classic wrought iron balusters and a dark stained oak bannister. Wood base and trim, wood covered faux columns, decorative wall sconces and upgraded wall coverings lend the stairway a luxurious look.

INITIALS

OWNER LESSOR  
(b) (6)

Harris  
Hathaway  
VCC  
Rees



# QUALITY AND APPEARANCE NARRATIVE

Federal Bureau of Investigation ♦ Little Rock



*Public Reception Lobby,  
FBI, OKC*

A 10 foot dome skylight in the second floor ceiling floods the atrium with natural light. Gyp board furr downs arranged in concentric circles and metal halide down lights frame the skylight. Granite and porcelain tile pavers on the floor also emphasize the circular design of the room. The location, size and appearance of the atrium combine to make it a place where people will naturally meet and congregate.

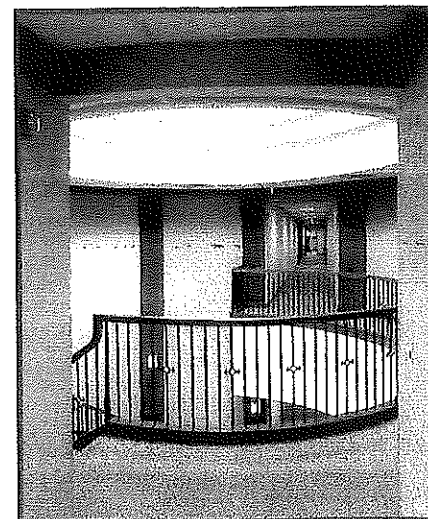
Depending on the FBI's actual space layout, we envision the interior atrium connected by an eight foot wide corridor to the FBI's public reception room at the public entry for the building. The public reception room could be nearly circular in shape to mirror the center atrium. Both areas will receive the upgraded mouldings, wood trim, lighting, tile and wall finishes to match the interior atrium.

The front wall of the public lobby area is a solid glass curtain 25 feet across with double glass entry doors to the outside. The area will have a 12 foot ceiling divided by gyp board furr downs surrounding two foot by two foot multi-edge reveal ceiling tile set in a nar-

row spline ceiling grid. A hanging pendant light fixture will be installed to complete the lobby area. Final design of this area is dependent on the FBI's actual space layout plan.

The Lump Sum Price list includes a reception counter with bullet proof glass to monitor visitors to the reception room. While design of the counter will be completed by the FBI, our bid includes materials and finishes for it which will complement the impressive appearance of the public lobby.

The building itself, constructed with two floors centered around the atrium, simplifies configuration of office space as well as access to all areas of the building. Offices are easier to arrange and less fragmented in the larger contiguous areas the floor plate provides. Three flights of stairs, three passenger elevators and a freight elevator, spread throughout the building, give easy access between floors and the various FBI functions.



## Building Common Area Corridors

Main hallways on the first and second floors are a spacious six feet wide with nine foot ceilings trimmed with wood base and ceiling mouldings. We have upgraded wallcoverings, ceiling tiles and carpet from minimum GSA standards to provide better wear, minimize maintenance requirements for the long term and to achieve the impressive appearance.

## Elevator Lobbies

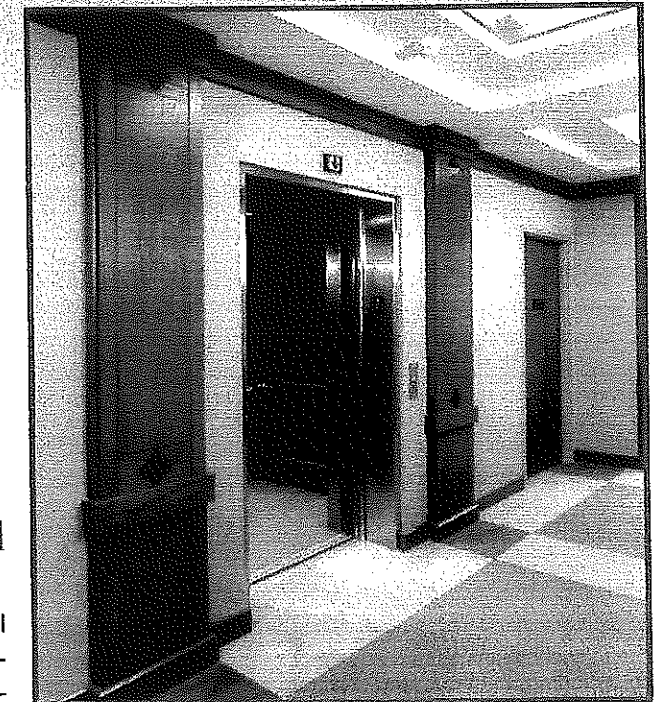
Two elevator lobbies on each floor, located in each of the building's wings, are convenient for tenant spaces, staff parking and exterior staff doors. Restrooms, drinking fountains and stairs are also accessed from these lobbies. Dark stained wood columns frame the lobbies and carpet is laid in a pattern with borders and inserts that define them. Wallpaper is upgraded for contrast with the main hallways. Gyp board furr downs frame skylights on the second floor which flood the lobbies with natural light. Light wells on the first floor create the same appearance and feel.

## FBI - General Office Areas

FBI office spaces will be finished with significantly upgraded materials. Our budgets for carpet and wallpaper in tenant areas, for example, are some \$50,000 more (nearly 30 per cent) than GSA specifications require. The upgrades provide better wear and resistance to soiling while also providing a better selection of colors and patterns.

Standard finishes for general office areas will include:

- Nine foot ceilings
- Two foot by two foot ceiling tile, upgraded from standard two foot by four foot
- Parabolic light lenses to reduce glare
- Upgraded wallpaper
- Upgraded carpet
- Generous number of dual pane, insulated glass windows with medium gray tinting
- Steel mini blinds in light color to filter light from windows as needed
- Corian or man-made marble window sills
- Solid core, architectural grade red oak veneer doors, three foot by seven foot tall
- Fully welded steel door frames
- Commercial quality door hardware (Schlage Series D or comparable)



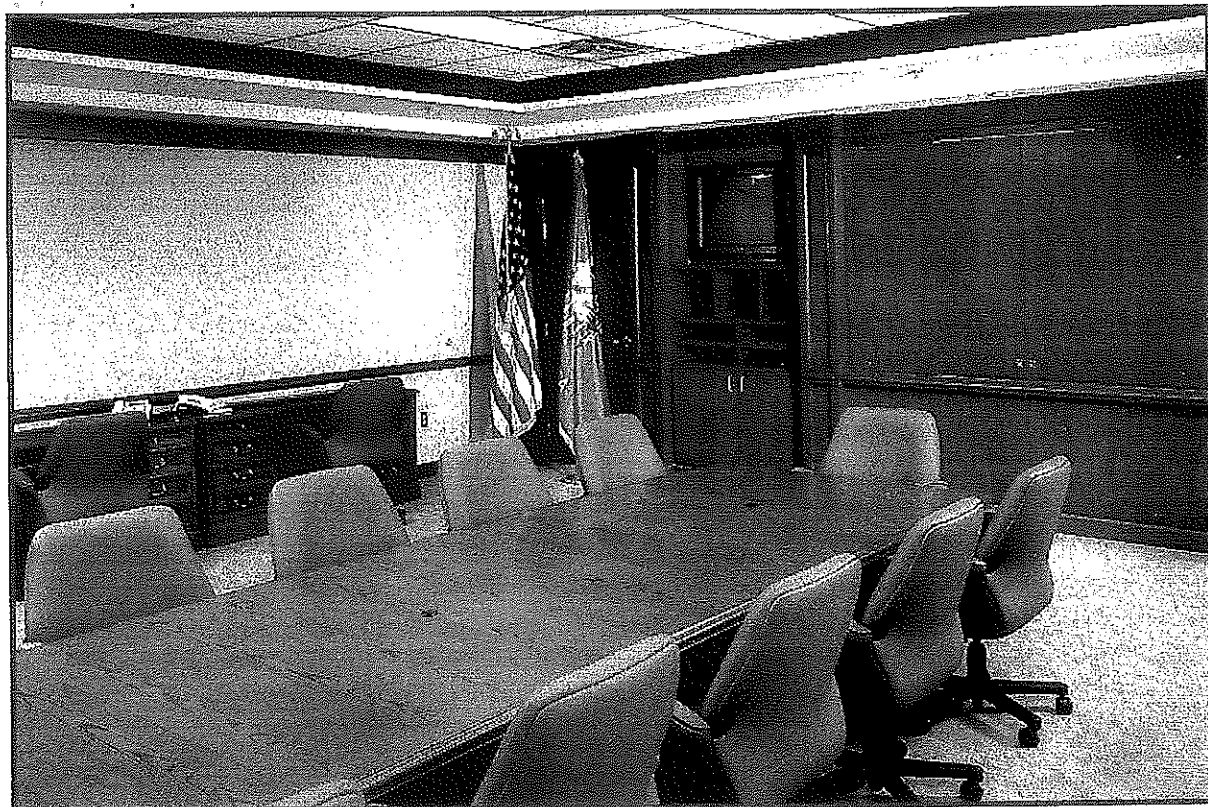
*Elevator Lobby*

INITIALS

RENT | LESSOR  
(b) (6)

Harria  
Mathway  
VCC  
Rees





*Conference Room,  
Media and  
Presentation Center,  
FBI, OKC*

- HVAC supply diffusers are a full two foot by two foot, fully recessed in ceiling
- Return air grills are a full two foot in width, fully recessed in ceiling
- Four inch rubber base, instead of vinyl

The main conference room will be upgraded with a decorative two tier gyp board furr down and crown moulding around the perimeter of the room. Down lights, controlled by a dimmer switch are installed in the furr down. Wood base and upgraded wallpaper will be chosen for the room. If desired, a ten foot built-in, wood paneled media and presentation center will be included.

All other conference rooms will be upgraded with wood base and crown moulding. Any three additional offices will be upgraded with crown moulding, wood base and down lighting.

An allowance of \$15,000 for furnishings and accessories will be used to purchase benches, wall hangings, plants and other items for the public lobby and atrium.

### **Restroom Finishes**

Two sets of restrooms on each floor are centrally located on each of the four main hallways. They have been designed and decorated to provide not only a pleasing appearance but also to simplify maintenance necessary to retain a clean and pristine

appearance. The better the design, the cleaner they will remain throughout the day and the easier they are to clean. Some of the details of our restrooms are as follows:

- Toilet partitions are ceiling mounted and commodes are wall hung, neither are floor mounted, making it easier to clean the floor below them.
- Not only is the ceramic wall and floor tile chosen for its ability to be cleaned and appearance retention, more importantly so is the grout between the tiles.
- Upgraded wallpaper will be chosen with both aesthetics and cleanliness in mind.
- Instead of recessed or semi-recessed paper towel dispensers with trash receptacles (which always seem to be overflowing with towels spilled on the floor) we use a large trash can with 3 - 4 times the capacity. It is located beneath the sink vanity and conveniently accessed through a hole in the vanity top. Disposal is quick, easy and sure. Rarely are paper towels found strewn around our restrooms.
- Vanities are a solid material (Corian), not a laminated plastic which will crack and de-laminate over time. Sinks are mounted completely below the vanity creating a smooth surface for easy cleaning. Full-width plate glass mirrors are above each vanity.
- Each toilet compartment contains an adequate number of single roll toilet paper dispensers with no restrictive mechanism. A stainless steel shelf for placement of briefcases, purses and other personal items is provided in each stall.

# **QUALITY AND APPEARANCE NARRATIVE**

## **Federal Bureau of Investigation ♦ Little Rock**



- Strip lighting in furr downs above all urinals, commodes and vanities provides abundant lighting where needed and is balanced with a more subdued lighting in the remainder of the restroom.
- We propose the use of a two by two foot replaceable lay in ceiling tile in all restrooms rather than sheetrock, as specified. Not only does the tile provide a nicer appearance, its acoustic properties greatly reduce the noise level the ceramic floor creates.
- Marble thresholds are installed in each restroom entry door as the transition piece between hall carpeting and restroom tile.

Also included in the restrooms are automatic air freshener dispensers, stainless steel paper towel and toilet seat dispensers, stainless steel grab bars, soap dispenser, sanitary napkin dispensers and disposal units and coat hooks.

### **Automotive/Electronics Communications and Processing Facility (A/ECPF)**

The Automotive/Electronics Communications and Processing Facility is located in a one story structure attached to the north end of the office building. Access to the facility is from the covered staff entry near the staff parking, through the office building or by any number of exterior doors. The loading dock and receiving area is adjacent to the A/ECPF.

The automotive / electronics communications facility was designed with a single overhead door and single interior drive to access the nine repair bays. Workbench areas are located near each bay. The single drive configuration produces a more compact and work-friendly building with less walking distance between work stations and benches and office areas. The reduced number of overhead doors make heating and cooling systems more efficient and the facility itself more secure. A double ventilation system for removal of carbon monoxide will be installed.

Parking spaces for a mobile home (18' x 40') and two trailers are located in this building. Each is accessed from the outside by an overhead door. A third trailer parking space as well as three other vehicle parking spaces are included inside the facility.

The processing facility includes one or two 12'w x 16'h overhead garage doors entered from the east side of the building.

INITIALS

(b) (6)

Harrie  
Hathaway  
VCC  
Rees





## Parking Garage

The secured parking garage, with 104 ten foot wide parking places, occupies the half basement beneath the office building. Elevator and stair lobbies extend to the office building above, providing convenient access from the parking garage to both ends of the building. Two entry doors with two-way traffic lanes permit access from the east drive of the project. Garage doors are opened by FBI installed access controllers, either card, punch pad or radio controlled. Ground loop detectors and/or photo-electric eyes automatically close the doors.

## Loading Dock

A loading dock, accessed through an overhead garage door, is located at the northeast corner of the building, recessed inside the face of the structure 30 feet. This provides a protective overhang when unloading and almost makes this service function invisible from the drive. The loading dock leads to a receiving room inside the building which is connected by an 8 foot wide corridor to the service elevator.

## Expansion

Our provision for a 22,924 usable s.f. expansion of office space and 24 additional secured parking places exceeds the GSA requirement. The expansion occurs in two locations, on the north and west ends of the building. The west end expansion will be two stories tall and nearly the full width of the existing building, containing 7,389 s.f. of new usable space. Expansion on the north side of the building

would include the additional secured parking on the ground level with access through a new overhead door and up to 15,534 s.f. of new usable space on the floor above.

Our expansion plan will allow addition of space in phases, if needed. It was designed in such a way that additional infrastructure such as stairs, restrooms or egress halls will not be required, which will reduce the cost of the expansion. All of the additional space is located within the 100 foot setback and has been designed to enhance and complement the overall appearance of the project.

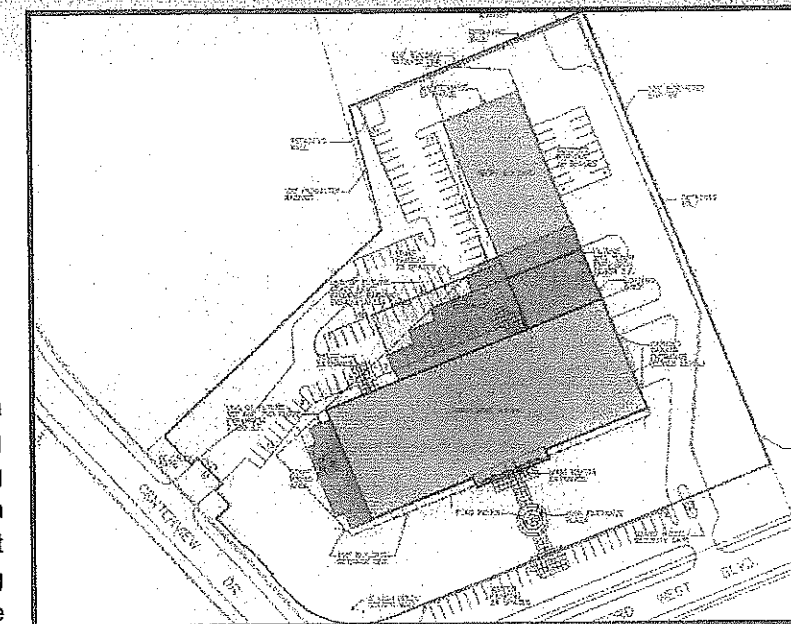
## Zoning

The site is zoned "C-2 - Shopping Center District." General and professional office use is permitted under this zoning, although all site plans must have approval of the Little Rock Planning Commission.

Development Consultants Incorporated, a prominent Little Rock civil engineering firm, has been retained to review our design and assist in confirming compliance with all building set back lines, building heights, landscape area minimums and parking requirements. While our design meets the spirit and intention of local codes, two GSA requirements result in minor conflicts. First, is the requirement for two separate entries to the site. Technically, the city code would not allow an entry off of Centerview Drive and would only allow one on Shackleford West. However, a variance for the additional entry is a very routine matter and we have no doubt it will be granted by the planning commission.

# QUALITY AND APPEARANCE NARRATIVE

Federal Bureau of Investigation ♦ Little Rock



Expansion Plan

The second conflict is the city's requirement of a street buffer of approximately 25 feet along Shackleford West Boulevard. Our visitor parking extends into this area. It would be difficult to design a building of the size required and meet the 100 foot perimeter barrier requirement, the visitor parking requirement and the street buffer requirement at the same time.

Variances to the street buffer are routinely granted if the applicant has made a reasonable effort to comply and/or achieve a greater buffer in other areas of the site. We have done both and therefore are extremely confident the planning commission will grant this minor variance also.

The City of Little Rock has adopted the 1996 version of the BOCA code. Other than listed above, we meet or exceed all local zoning and building code requirements.

## Building Systems: Structural

The results of the soils report is similar to two other soils reports in this general area in which various team members have been involved. Based on these other projects, our extensive past experience and the soils report we have designed a foundation system consisting of spread footings. A concrete foundation wall will support the portion of the structures located below ground. The building super structure will consist of steel columns, wide flange beams and a composite steel and concrete deck. This floor system provides a sturdier and more stable floor than the bar joists and can be modified more easily to increase its

floor loading capacity beyond the 100 lbs./s.f. live load we have designed. Structural bays are 30' by 42' producing greater separation between columns and more flexibility in tenant space layouts.

## Building Systems: HVAC

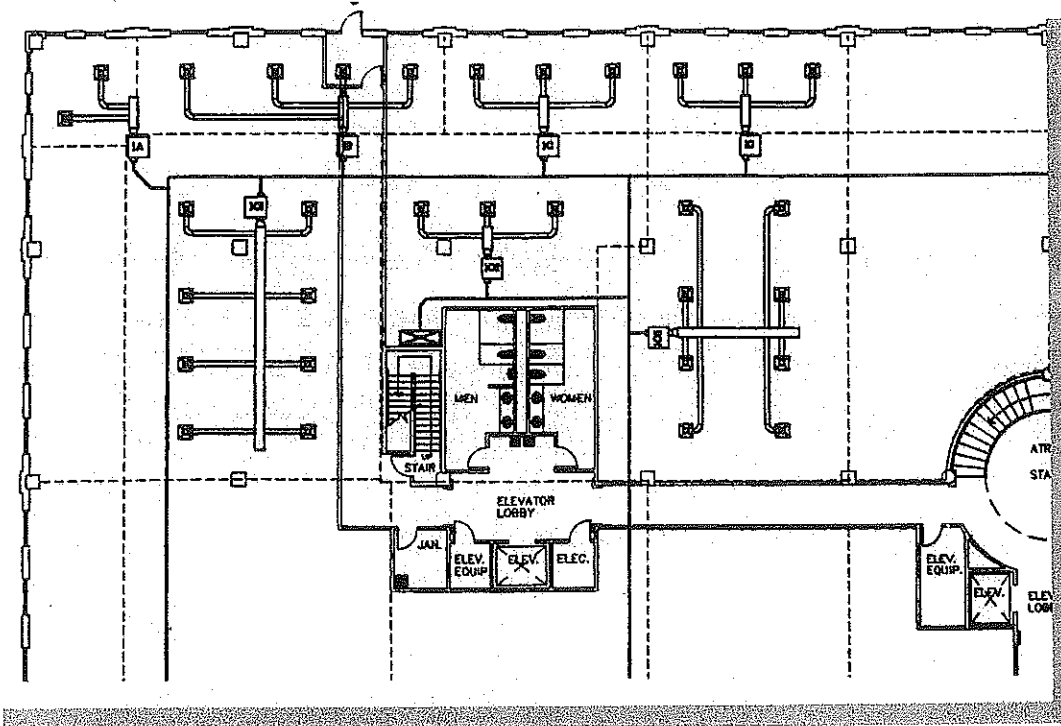
The SFO directs us to design the HVAC system based on the ASHRAE 97.5% value for exterior temperatures and the BOCA National Mechanical Code for indoor temperatures. These design parameters indicate that we should disregard outside temperatures in excess of 96 degrees and below 20 degrees. Further these parameters provide that capacity should not be provided to cool the building below 78 degrees nor heating to heat the building above 70 degrees. We believe that over the twenty year lease term, we will encounter a number of days with exterior temperatures outside this design parameter. Further, we have learned in our 30 years of managing office buildings that most people will not be satisfied with indoor temperatures of 78 degrees in the summer or 70 degrees in the winter. We believe the most comfortable building temperature is between 72 and 74 degrees. Therefore, we have upgraded the design of our HVAC system to achieve this more

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# QUALITY AND APPEARANCE NARRATIVE

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Typical Zone Plan for HVAC

comfortable temperature range even with a temperature of 100 degrees in the summer or a temperature of 10 degrees in the winter.

The building's main HVAC system is a variable air volume system served by a roof-mounted, variable-speed 40,000 CFM air handling unit (AHU). A ground-mounted, industrial quality 200 ton chiller with two scroll type compressors provides chilled water to the AHU for cooling. Heating water is supplied by the building's gas fired central boiler. The AHU provides cool air of a predetermined temperature through a looped duct system to terminal boxes located throughout the building. The AHU has a minimum fresh air intake setting and for energy conservation has the ability to use outside air for cooling, as conditions warrant. A warm-up cycle will supply hot air to the entire building as necessary, should overnight temperatures cause the building to cool down.

Two 10,000 CFM and two 20,000 CFM exhaust fans are part of the system. Four fans rather than two increase the flexibility in the system and increase its operating efficiency.

The building is divided into two distinct sections per floor. The exterior section is divided into approximately 20 zones per floor of 600 square feet each. Each of these zones is served by a fan-powered, variable air volume terminal (FPVAV), regulated by a tenant controlled thermostat.

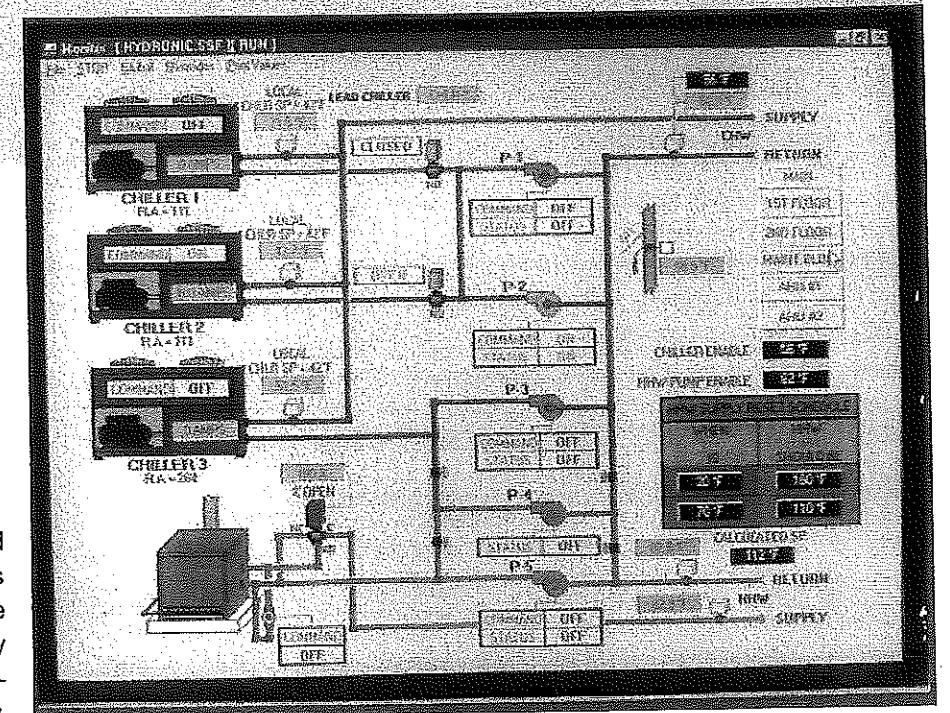
The tenant controlled thermostat modulates a damper to control the volume of cool air provided to the terminal. As less cooling is needed, the thermostat reduces the flow of cool air. As the cool air is restricted to a minimum setting (20 - 30%), the fan is activated, mixing cool air with return air, thus raising the temperature of the supply air. If needed, hot water supplied by the building's central boiler is available to further increase air temperature when heat is required.

The interior section of the building is divided into 16 zones of approximately 1500 square feet each. On the first floor, each zone is served by a variable air volume terminal (VAV). Each VAV is regulated by a tenant controlled thermostat, which modulates a damper to control the volume of cool air provided. The minimum setting for cool air is 0 per cent. Lighting, equipment and people loads cause interior zones to require constant cooling, which requires constant air flow. Second floor, interior zones contain FPVAV's, the same as the exterior zones in order to provide heat for extreme weather conditions. FPVAV and VAV terminals vary in size from 600 CFM to 2000 CFM.

Attic space throughout the building acts as a return air plenum. All filters are located in the roof mounted AHU for ease of cleaning and replacement. As the cold water coils are also located in the AHU, all condensate is collected in the roof top unit and no condensate is created within the building itself.

A computerized, automated building monitoring and control system will interface with the building's HVAC, fire alarm, and lighting control systems. The computer control system (Network 8000 Facility Management System or equivalent) will be specifically tailored to meet the requirements of this facility. The interactive control system will allow the building operator, via an on-site computer terminal to view and control building systems, including temperature and air flow of individual terminal units. Color graphics of building systems and tenant floor plans make the computer control system easy to operate and understand. This computer control system allows off-site and after hours monitoring of all connected systems, allowing for prompt response to any alarm or failure. In most cases, the building management will be notified and be able to correct any problem without the tenant even knowing there was a problem.

The Network 8000 is an extremely flexible control system. Zones can be added or deleted for 24 hour operation and the operating hours of specific zones can be easily extended. These changes can be temporary or permanent and can be made by our maintenance engineer with little or no notice. If the cooling load of a particular zone should change, the modification in our HVAC system in many cases is simple. We size our VAV terminals 25% larger than the initial design requirement. Increased cooling is readily available with a few key strokes by our maintenance engineer. If more than a 25% increase is required, a physical modification of the VAV will be



Control System Diagram

necessary. This is still not difficult because the main cool air supply duct line, with 1.5 inches of static pressure, is looped around both the first and second floors. Significant amounts of cool air are thus readily available almost anywhere in the building.

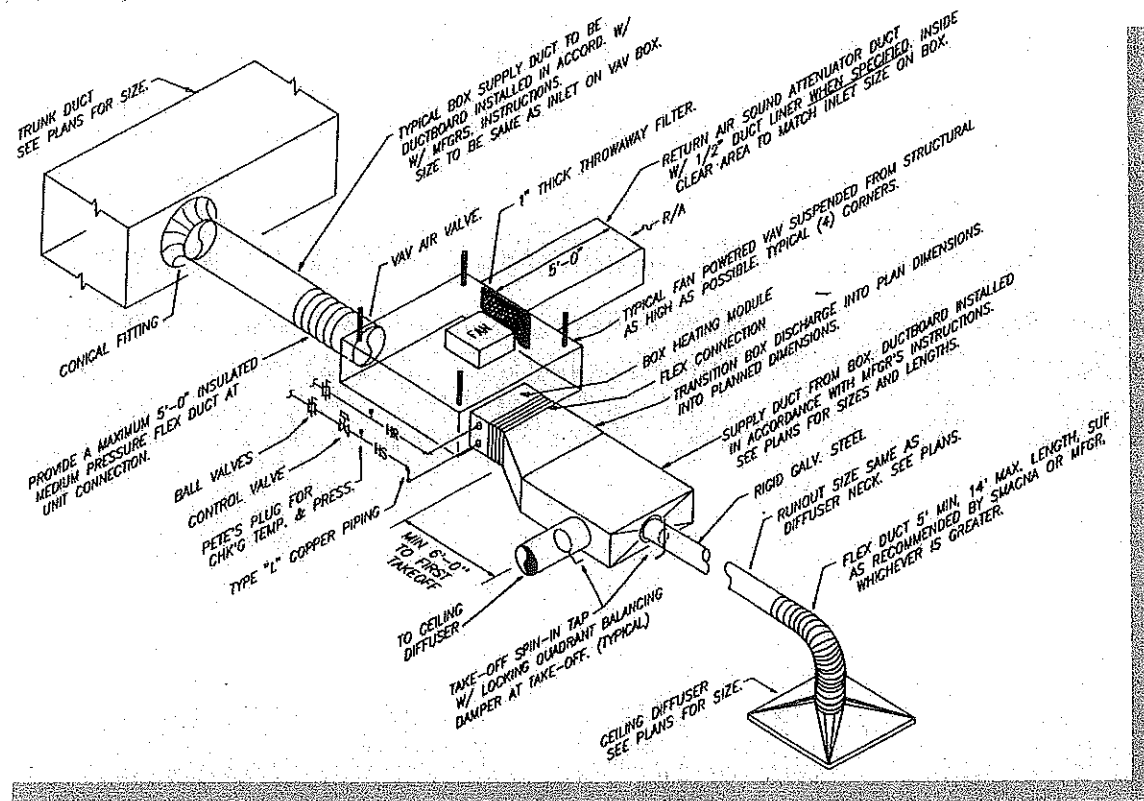
A FPVAV system with a Network 8000 controller is state-of-the-art in an air conditioning system. Minimal maintenance and adjustment are required of these terminal units, located above tenant space, reducing the disruption of tenant functions for annoying HVAC repairs. Cheaper HVAC systems are available in the form of individually packaged units. These units, however, use freon in a direct expansion application typical of residential units. In more demanding commercial applications, these systems experience numerous breakdowns, requiring extensive maintenance and repair. Temperature control is more difficult and less certain in these units. Vibration and noise created by the greater number of units required can also be objectionable. For these reasons, we believe a fan-powered, variable air volume terminal, while not the cheapest HVAC system available, is the best choice for this application.

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Typical FPVAV Terminal

Our HVAC system designed to our revised temperature parameters results in an exceptionally reliable system providing a comfortable working environment.

### Building Systems: Dedicated 24 Hour HVAC

The dedicated system is also a variable air volume system, served by a dedicated roof mounted variable speed air handling unit (AHU). Two dedicated ground mounted 60 ton industrial quality chillers, one for redundancy, with scroll type compressors provide chilled water to the AHU for cooling. Heating water is supplied by the building's central boiler.

The AHU supplies cool air of a predetermined temperature through a duct system to VAV boxes serving each of the specified areas. Each VAV box will be sized to meet typical lighting and people loads in addition to the equipment loads specified.

A small air handling unit will be installed as the back up air handler for the Communication Room. Two five horsepower pumps (one redundant) are supplied to circulate the water between the chillers and AHU.

### Building Systems: Plumbing

The plumbing system will be served by a six inch sanitary sewer line. A two inch domestic water line and six inch fire line will serve the building. Six vertical wet stacks will be installed in the building at strategic locations. Each stack will contain a four inch sanitary sewer drain, one and a half inch water line and four inch vent. The number and location of the stacks allow for future additional fixtures at a minimum of cost.

A foundation drainage system will be installed around all building structures where the floor is below grade. The drain will consist of 4" perforated pipe directly tied into a storm sewer system. The roof drains will also be tied directly into the storm sewer system rather than dump onto the ground outside the building. Due to the slope of the site, no surface drains are anticipated at this time.

### Building Systems: Elevators

Three modern passenger elevators and a freight elevator access the second floor with two of the passenger elevators extending to the parking garage. Faster and larger capacity elevators (3000 lb; 150 fps) are used in the building in keeping with our efforts to exceed minimum government standards, where necessary, to provide amenities which will make the building functional as a first class office

facility. Interiors of the elevators will be significantly upgraded with rich library paneling on the side walls and a mirror on the back wall. For durability and appearance, the doors, door frames, and front cab walls will be stainless steel.

### Building Systems: Electrical

The building will be served by a 2000 amp electrical service. The diversity factors used in sizing the service were unity of lighting loads, 0.8 for motor loads and 0.5 for general power requirements. An allowance of 3 watts p.s.f. for lighting and 7 watts p.s.f. has been provided in the general office areas. The interior conduit used throughout shall be EMT or MC cable. All conductors shall be copper and plenum rated cable shall be used where required.

In general office areas, light fixtures will achieve 50 footcandles at desk height. The light fixtures will be modern 277 volt fluorescent two by four fixtures with energy efficient ballasts and lamps. These fixtures are provided with parabolic "deep cell" lens. In office areas these lens have smaller and more numerous cells (32 cells vs. the standard 18) to better diffuse the light. Additionally, the lens receive a special coating -- low iridescent specular silver. Both of these features reduce glare and provide a "computer friendly" environment. Low voltage light switches, supplied for each office, are conveniently located in

larger open areas. Exit, emergency and night lights, connected to the emergency generator, are located appropriately.

An addressable fire alarm system in compliance with NFPA 101 will be installed, providing descriptions of individual devices and their locations. The fire alarm system will be interconnected with the elevator system, HVAC system, fire/smoke doors, etc. The fire alarm system will have the capability to "dial out" to a remote monitoring station for 24 hour supervision of the building. All doors of egress will be provided with manual pull stations. Audio and visual devices will be located to provide maximum coverage and smoke detectors will be located to comply with local codes. The fire alarm system has a backup battery system and will be connected to the emergency generator. In case of an alarm, the fire alarm system will shut down all air distribution devices.

A 250 kW, 313 kVA emergency generator is included for continuous standby service. Its integral diesel storage tank holds 672 gallons of fuel allowing for 40 hours of continuous operation at full load consumption. The unit is supplied with a microprocessor controller and an automatic transfer switch. The controller provides alarm messages to a remote annunciator panel for any identified problems.

# QUALITY AND APPEARANCE NARRATIVE

## Federal Bureau of Investigation ❖ Little Rock

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# Finish Material Specifications

## Federal Bureau of Investigation - Little Rock

### Atrium Lobby :

**Flooring** - Two shades of ceramic or porcelain tile laid in a pattern with accents of granite (no more than 10%).

**Walls** - Wallpaper, \$.40/SF material

**Ceiling** - Pattern of sheetrock furr downs with 2' x 2' Armstrong Classic Step Cirrus #591A with fine line grid.

**Base** - 6" wood.

**Other** - 4" wood crown molding and approximately 12 wood columns.

### Building Corridors :

**Flooring** - Upgraded carpet; allow \$18 PSY installed.

**Walls** - Wallpaper, \$.40/SF material

**Ceiling** - 2' x 2' Armstrong Classic Step Cirrus #591A with fine line grid.

**Base** - 6" wood

**Other** - 4" wood crown molding.

### Elevator Lobbies :

**Flooring** - Upgraded carpet w/ borders and accents; allow \$18 PSY installed.

**Walls** - Wallpaper, \$.40/SF material

**Ceiling** - Pattern of sheetrock furr downs with light wells (First Floor) and skylights (Second Floor) and 2' x 2' Armstrong Classic Step Cirrus #591A w/ fine line grid.

**Base** - 6" wood

**Other** - 4" wood crown molding and approximately 8 wood columns in each.

### Restrooms :

**Flooring** - Two shades ceramic tile in a pattern.

**Walls** - Wallpaper, \$.33/SF material.

**Ceiling** - 2' x 2' Armstrong Minaboard #755B.

**Base** - Ceramic Tile.

**Vanity** - Corian or equal.

**Partitions** - Plastic Laminate, overhead hung.

### Elevators :

**Flooring** - Upgraded carpet; allow \$18 PSY installed.

**Walls** - Wood paneling with mirror on rear wall.

**Ceiling** - upgraded with down lights.

**Other** - Stainless Steel cab fronts, frames and doors.

### FBI Public Reception Area and connecting hall :

Same finishes as Atrium Lobby.

All exterior walls to be complete with wallpaper - \$.33/SF material

Fire alarm and fire sprinkler system throughout buildings according to local codes.

Mini blinds to be installed on all tenant windows.

Demising walls to extend slab to slab with insulation and wallpaper both sides; Tenant side allow \$.33/SF for material; Common Area side allow \$.40/SF. for material.

Standard Door Unit. 3'0" x 7'0" x 1 3/4" architectural grade, solid core red oak door, factory stained in standard color; knock-down steel frame painted, Schlage AL series commercial grade (level 2) passage set in brushed aluminum finish, 4.5" x 4.5" hinges to match in color, and wall or floor stop.

### Tenant Areas :

**Flooring** - Approximately 70% carpet tiles; allow \$24.00 PSY; and VCT approximately 30%.

**Walls** - Extend through ceiling; approximately 80% to be covered both sides with wallpaper allow \$.33/SF; approximately 20% to receive two coats paint.

**Ceiling** - 2'x2' Armstrong Minaboard #755B at 9' AFF.

**Base** - 2 1/2" rubber.

**Light fixture** - 2' x 4' w/ three or four energy efficient bulbs, electronic ballast. Standard acrylic lens in storage rooms (approx. 20%) and deep cell parabolic lens in all office areas.

Allowance items for Tenant Areas per occupiable square feet :

Walls 1/10

Doors 1/600

Duplex Plug 1/100

Fourplex Plug 1/300

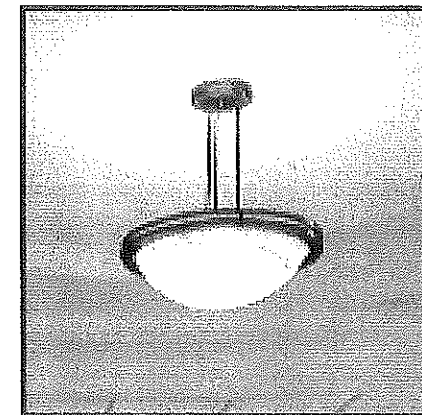
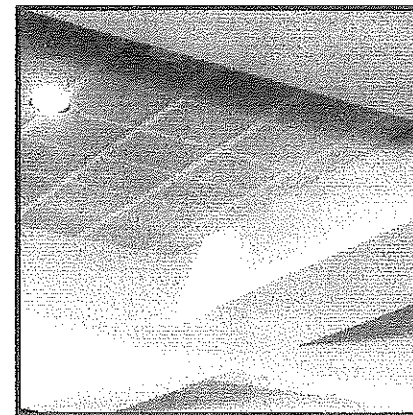
Dedicated plug 1/1000

Telephone outlet 1/100

Data outlet 1/100

# QUALITY AND APPEARANCE NARRATIVE

## Federal Bureau of Investigation ♦ Little Rock



Due to the nature of the facility, an abundant amount of metal halide exterior security light fixtures are provided atop light poles and building mounted wall packs. The intent is to provide sufficient lighting throughout the site to act as a deterrent to any unauthorized entry or presence. Six decorative light bollards are provided at the visitor parking area.

The interior common areas include numerous wall sconces, decorative down lights and a hanging pendant fixture in the FBI reception room. These lights will provide highlights in certain areas and contrasting shadows in others to enhance the effect of the upgraded materials in these areas.

All lighting will be tied into and controlled by the Network 8000 Facility Management System. This system will provide energy savings by controlling the lights during unoccupied hours but can be overridden by manual operation of any of the standard individual light switches provided throughout the facility.

Common area lighting will be programmed to turn on prior to the FBI's scheduled occupancy and turned off 1 - 2 hours after the end of the scheduled occupancy. In tenant areas, the control system will "sweep" all areas every hour for any lights left on after scheduled occupancy.

Remote offsite monitoring of the building's mechanical, fire alarm, electrical and protection systems will be handled by an experienced operator with Universal Laboratories approval.

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GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		LEASE AMENDMENT No. 22
LEASE AMENDMENT		TO LEASE NO. GS-07P-LAR14856
ADDRESS OF PREMISES	24 Shackleford West Drive Little Rock, AR 72211	PDN Number: PS0031438

**THIS AMENDMENT** is made and entered into between **USGP II LITTLE ROCK FBI LP**

whose address is: **USGP II LITTLE ROCK FBI LP**  
2101 L. Street, NW—Suite 850  
Washington, DC 20037

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to supplement the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

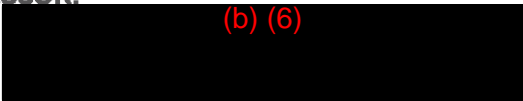
1. To accept the Tenant Improvements as substantially complete; and
2. To establish the Commencement Date of the lease rental payments; and
3. To establish the square footages of the leased space; and
4. To provide the annual rental schedule and amount; and
5. To establish the Government's Percentage of Occupancy; and
6. To revise the Operating Cost Base; and
7. To restate the parking; and
8. To provide for payment of the Tenant Improvements; and
9. To restate the Waiver of Restoration clause.

This Lease Amendment contains 4 pages including Exhibit A-LA#22 (1 page).

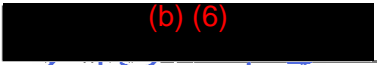
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribe their names as of the above date.

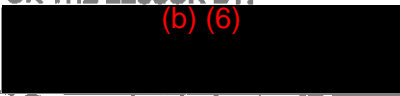
**FOR THE LESSOR:**

Signature:   
Name: William C. Simble III  
Title: CEO  
Entity Name: USGP II Little Rock FBI LP  
Date: 3/20/17

**FOR THE GOVERNMENT:**

Signature:   
Name: Nancy Lopez  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, Leasing Division  
Date: 3-21-2017

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: Russell Salin  
Title: VP  
Date: 3/20/17

1. The tenant improvements have been substantially completed and the Government accepts the leased space on February 15, 2017. The Lessor and the Government agree that the requirements specifically identified in "Exhibit A - LA#22" GSA Form 1204 Condition Survey Report of this lease have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies as part of the negotiated lease contract within 14 calendar days of the Government's acceptance of the space for occupancy. Within 7 calendar days of the completion date for the Lessor to cure the deficiencies in "Exhibit A - LA#22" of this lease, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective action has been completed. In the event of any failure by the Lessor to cure the deficiencies or to provide any required repair or modernization under this lease, the Government will perform the work and deduct these amounts from the rent, including all administrative costs. No extensions will be granted.
2. The Commencement Date of the rental on the entire demised premise (existing space and the Expansion Space) shall be February 15, 2017, and shall expire on August 31, 2021, subject to the termination rights set forth in the lease.
3. Effective February 15, 2017, the total leased premises square footage shall change from 101,977 Rentable Square Feet (RSF) yielding 88,676 ANSI/BOMA Office Area (ABOA) to 102,377 RSF yielding 89,076 ABOA.
4. Effective February 15, 2017, Paragraph 3 of the Lease shall be amended to reflect an increase in the Annual Rents as follows:

ANNUAL RENT	REMAINING FIRM TERM ANNUAL RENT
SHELL	\$ (b) (4)
TENANT IMPROVEMENT RENT	
BSAC	
OPERATING COSTS	\$
PARKING	
<b>TOTAL ANNUAL RENT</b>	<b>\$2,044,339.04</b>

5. Effective February 15, 2017, the Government's percentage of occupancy for property tax reimbursement is 100 percent. The percentage of occupancy is derived by dividing the total Government Space of 102,377 RSF by the total Building space of 102,377 RSF.
6. Effective February 15, 2017, the Operating Cost Base is revised to \$ (b) (4). Operating Costs shall be subject to annual CPI adjustments.
7. The Government shall have a total of 121 parking spaces, of which 106 shall be structured parking spaces, and fifteen (15) shall be surface parking spaces reserved for the exclusive use of the Government.
8. The Government shall reimburse the Lessor in a lump sum payment in the amount not to exceed \$1,956,546.92, as detailed below:

Tenant Improvements	AMOUNT
Lease Amendment #19	\$1,956,546.92
<b>Total Lump Sum Owed</b>	<b>\$1,956,546.92</b>

To submit for payment, the Lessor agrees that the invoice shall be printed on the same letterhead as the named on this Lease, shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice shall reference the number **PS0031438** and shall be sent electronically to the GSA Finance website at [www.finance.gsa.gov](http://www.finance.gsa.gov).

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Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

If the Lessor is unable to process the invoices electronically, then the invoice may be mailed to:

General Services Administration FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76201-0181

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer electronically at [thomas.sisson@gsa.gov](mailto:thomas.sisson@gsa.gov) or at the following address:

GSA, Leasing Division  
Attention: Thomas Sisson  
819 Taylor Street, Rm 11A01  
Fort Worth, Texas 76102

9. The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this Lease or any extensions, and for alterations completed by either the Government or the Lessor including initial building out of the lease space and/or any subsequent modifications required during the Lease period. At the Government's sole discretion, alterations that remain in the leased space after termination of the Lease contract will become property of the Lessor.

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## CONDITION SURVEY REPORT

DATE OF SURVEY

02/14/2017

Check one:

☐ INITIAL☒ FINAL

## BUILDING NAME AND ADDRESS

FBI Building  
Centerview and Shackelford West  
Little Rock, AR

## LESSOR'S NAME AND ADDRESS

USGP II Little Rock FBI LP  
2101 L. Street NW Suite 750  
Washington, DC 20037

## ROOM NUMBERS OR OTHER IDENTIFICATION

Visitor Screening Facility

## LEASE NUMBER

GS-07P-LAR14858

## SUGGESTED ITEMS (Incomplete)

1. BUILDING EXTERIOR
2. BUILDING ENTRANCES
3. CEILING
  - a. MATERIAL
  - b. PAINT
4. CORRIDORS
5. DOORS
  - a. MATERIAL
  - b. LOCKS
  - c. TRANSOMS
6. ELECTRICAL SYSTEM
  - a. LIGHT FIXTURES (NUMBER AND TYPE)
  - b. SWITCHES
  - c. OUTLETS
7. ELEVATORS (NUMBER AND TYPE)
8. FIRE ESCAPES
9. FIRE PROTECTION EQUIPMENT
  - a. FIRE EXTINGUISHERS (TYPE)
  - b. HOSE RACKS AND/OR REELS
  - c. FIRE ALARM SYSTEM (TYPE)
  - d. SPRINKLERS
10. FLOORS
  - a. MATERIAL
  - b. COVERING
11. HEATING AND AIR CONDITIONING SYSTEMS
  - a. HEATING PLANT (TYPE)
  - b. RADIATORS
  - c. SPACE HEATERS
  - d. AIR DUCTS AND OUTLETS
  - e. FANS
12. LAVATORIES (OFFICE)
13. REST ROOM FACILITIES
  - a. LAVATORIES
  - b. WATER CLOSETS
  - c. URINALS
  - d. MIRRORS
  - e. WASTE RECEPTACLES
  - f. TOWEL DISPENSERS
  - g. TOILET PAPER DISPENSERS
  - h. SANITARY PAD DISPENSERS
14. SKYLIGHTS
15. STAIRS
16. VENTILATORS
17. WALLS
  - a. MATERIALS
  - b. PAINT
18. WINDOWS
  - a. FRAME
  - b. SASH
  - c. VENETIAN BLINDS
  - d. ROLLER SHADES
  - e. SCREENS
  - f. AWNINGS

## NARRATIVE REPORT

REPORT ON ALL PERTINENT ITEMS, COMMENTING AS TO THEIR GENERAL CONDITION AND APPEARANCE, TYPE OF CONSTRUCTION, CONDITION OF PAINT OR OTHER FINISH, ETC. USE REVERSE OF THIS FORM IF MORE SPACE IS NEEDED.

Pre-final inspection was performed on 2/8/17, by Paul Gomez, CCR (see attached report). Final inspection was performed on 2/14/17. The following minor items were noted during the inspection and shall be corrected within 30 days from receipt of Condition Survey Report, GSA Form 1204.

- 1) Minor clean up of loose debris (note that FBI security vendor was on site performing work)
- 2) Remove paint from interior column at guard desk
- 3) Caulk soffit in several areas where there is a gap
- 4) Cracked floor tile public south door requires repair
- 5) Transaction window has a crack in the glass and will need to be replaced. Crack does not alter integrity of the window security and poses no threat.

There are three items that omitted as part of the original design that will need to be added as a separate change order. These items do not prevent the intended use of the facility and do not prevent acceptance of the space.

All training and operations manuals have been completed and submitted to the Government. All barriers and gates were tested and witnessed by FBI certifying agent.

Project is complete and acceptance is in the best interest to the Government, effective 2/15/2017.

We, the undersigned, do hereby certify that this report represents our opinion of the true and correct condition of the above described premises as of

02/14/2017

SIGNATURE AND TITLE

LISA SMITH

SIGNATURE AND TITLE

ADDITIONAL SIGNATURES (if needed)

SIGNATURE OF LESSOR (if not obtained, explain on reverse)

(b) (6)

(b) (6)

Lessor

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		LEASE AMENDMENT No. 23
LEASE AMENDMENT		TO LEASE NO. GS-07P-LAR14856
ADDRESS OF PREMISES 24 Shackelford West Drive Little Rock, AR 72211		PDN Number: PS0031438

**THIS AMENDMENT** is made and entered into between **USGP II LITTLE ROCK FBI LP**

whose address is: USGP II LITTLE ROCK FBI LP  
2101 L. Street, NW—Suite 650  
Washington, DC 20037

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to supplement the above Lease, 1) to issue a Notice to Proceed and approve the costs of Change Order #1; and 2) to outline instructions for reimbursement of the approved costs.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

- 1 This Lease Amendment is your Notice to Proceed for Change Order #1, which shall be completed not later than thirty (30) Working Days following full execution of this Lease Amendment No. 23:

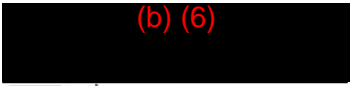
CHANGE ORDERS	AMOUNT
#1 – new security system to secondary security entrance, additional electrical outlets, door protection over crash bar, and spring closer for exterior man-gate	\$78,049.42
<b>TOTAL CHANGE ORDERS ON LA#23</b>	<b>\$78,049.42</b>

This Lease Amendment contains 15 pages including Exhibit A-LA#23 (13 pages).

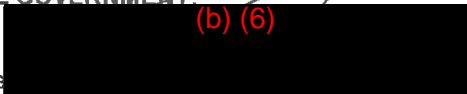
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribe their names as of the above date.

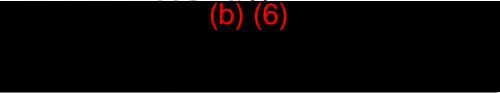
**FOR THE LESSOR:**

Signature:   
Name: William C. Trimble III  
Title: CEO  
Entity Name: USGP II Little Rock FBI LP  
Date: 4/6/17

**FOR THE GOVERNMENT:**

Signature:   
Name: Thomas Sisson  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, Leasing Division  
Date: 4/12/17

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: Russell Dalia  
Title: VP  
Date: 4/6/17

2. Payment will be made upon completion of the work by the Lessor and acceptance by the Government. The Government shall reimburse the Lessor in a lump sum payment in the amount not to exceed \$78,049.42. This cost includes all the Lessor's fees for general and administrative costs, profit, management fees, architectural fees, and any and all other fees associated with the completion of said work.

To submit for payment, the Lessor agrees that the invoice shall be printed on the same letterhead as the named on this Lease, shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice shall reference the number **PS0031438** and shall be sent electronically to the GSA Finance website at [www.finance.gsa.gov](http://www.finance.gsa.gov). Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

If the Lessor is unable to process the invoices electronically, then the invoice may be mailed to:

General Services Administration FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76201-0181

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer electronically at [thomas.sisson@gsa.gov](mailto:thomas.sisson@gsa.gov) or at the following address:

GSA, Leasing Division  
Attention: Thomas Sisson  
819 Taylor Street, Rm 11A01  
Fort Worth, Texas 76102

3. The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this Lease or any extensions, and for alterations completed by either the Government or the Lessor including initial building out of the lease space and/or any subsequent modifications required during the Lease period. At the Government's sole discretion, alterations that remain in the leased space after termination of the Lease contract will become property of the Lessor.

INITIALS:

(b) (6)

LESSOR

/ GOV'T



**Russell A. Dalin**  
 Vice President, Asset Management  
 202.596.3925  
 202.596.3919  
[rdalin@easterlyreit.com](mailto:rdalin@easterlyreit.com)

April 4, 2017

Ms. Lisa M. Smith  
 Project Manager, Real Estate Acquisitions Division  
 U.S. General Services Administration  
 819 Taylor Street  
 Rm. 5A18  
 Fort Worth, TX 76102-6118

**RE: GSA Lease No. GS-07B-14856**  
**FBI Field Office, 28 Shackleford West Boulevard, Little Rock, AR**  
**Proposal for Change Order No. 1**

Dear Lisa:

On behalf of USGP II Little Rock FBI LP, the Lessor, we are pleased to offer this proposal for Change Order No. 1, which includes the requested SSE work, additional electrical work, purchase and installation of a door closer cover and purchase and installation of door closer springs. Kinco Constructors, LLC will be performing the scope of work detailed below.

The proposed costs for the scope of work are detailed below:

<u>Description</u>	<u>Total Cost</u>
SSE control upgrades work including: fiber, conduits, new monitor, etc.	\$ (b) (4)
Install three electrical/data outlets	\$
Install closer cover on Door 100B	\$
Install door closer springs on exterior gate	\$
Lessor Management Fee	\$
<b>Total</b>	<b>\$78,049.42</b>





**SCOPE, CLARIFICATIONS AND EXCLUSIONS**

This pricing is based on the scope of work provided by the Government on or around February 14, 2017 and included on the attached Kinco proposal, dated 3/27/17 and updated on 3/30/17. The following clarifications and exclusions shall be included in the Government's Notice to Proceed (NTP).

1. Price excludes approvals and permits, and handrails. If required, this shall be at an additional cost.
2. Government shall provide security escort for personnel (if required).
3. All work shall be completed during normal hours.
4. Lessor shall not be responsible for the relocation of any Government furniture, fixtures, equipment or personal property.
5. Clean up and dispose of debris from project is included in pricing and is Lessor's responsibility.

These Government-requested modifications to the Premises will be completed in accordance with GSA Form 3517 (General Clauses), Paragraph 33, Changes, as incorporated in this Lease.

Please review the proposal at your earliest convenience, and do not hesitate to contact us with any questions or concerns. Thank you in advance for your attention to this matter.

Sincerely,

(b) (6)

Russell A. Dalin  
Vice President, Asset Management

cc: Cheryl White, Flake and Kelley  
Kevin Pledger -- Flake and Kelley

Attachment(s): Kinco Proposal, dated 3/27/17, updated 3/30/17

**APPROVED BY THE GOVERNMENT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

WITTENBERG, DELONY & DAVIDSON, INC.  
Northwest Arkansas Office  
2434 East Joyce St., Suite 10  
Fayetteville, AR 72703  
Tel: 479-442-6681 Fax: 479-251-0231

PROPOSAL REQUEST

PROJECT: FEDERAL BUREAU OF INVESTIGATION  
VISITOR SCREENING FACILITY  
PROPOSAL REQUEST NO: 001revised3-31-17  
DATE: FEBRUARY 20, 2017

OWNER: USGP II LITTLE ROCK FBI LP  
WDD PROJECT NO: 15-006, (GSA#4AR0149)

TO: KINCO CONSTRUCTORS  
12600 LAWSON ROAD  
LITTLE ROCK, ARKANSAS 72210  
CONTRACT FOR: GENERAL CONSTRUCTION

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein. Quotation must be received by the Architect within fourteen calendar days from date of the Proposal Request. THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Description: new information underlined.

Proposal Request No. 001, revised, provides additional information to: 1) Provide additional new security system to the secondary security entrance (SSE) including two (2) new 2 inch spare conduits for use in installing the SSE work, 2) Provide Electrical Data at the Guard Area. 3) Provide Door protection at Door 100B and 4) Provide Spring Closer for the exterior man-gate at the drive side fencing.

Work Item #1: SSE Work to include the following (See attached drawing X-004):

- a. Provide expansion boards in the existing gate controllers at the SSE gate.
- b. Provide 12 strand fiber cables from the SSE to the IT room in new underground (verify routing on site) conduit outside and in new conduit in the building (verify routing on site) and make new connections for the SSE to the VSF/Main controls.
- c. Provide three new loops installed at each of the existing SSE - entries and exits
- d. Provide mounting of all new control cabinets
- e. Provide touch screen monitor at the VSF to facilitate control of the SSE.
- f. Provide connection from the new VSF facility to the existing IT room.
- g. Provide two (2) new 2" conduit pathways: New conduits inside the building and new conduits with trenching - from the existing FBI control room/IT room to the SSE gates to house the new fiber cabling.
- h. Adjust and Reconfigure the existing analogue gate controls and other existing and required new controls as directed by the FBI and install at locations directed.

Work Item #2: Electrical / Data Work at Room 101 (Guard Area) to include the following:

- a. Provide electrical receptacles and additional data receptacles.
- b. Provide (3) electrical receptacles overhead.
- c. Provide (3) data receptacles overhead.

Work Item #3: Door Closer Cover on Door 100B:

- a. Provide a pre-manufactured cover plate for the exit device at Door 100B to prevent tampering with the door exit.

(b) (6)

Work Item #4; Closer Springs for the Exterior man -gate at the driveway side of the Fencing:

- a. Provide factory manufactured heavy duty door closer twist springs for the gate as needed to return the door to a closed and latched position after each use.

**Attachments:**

- X-004, SSE Clarifications

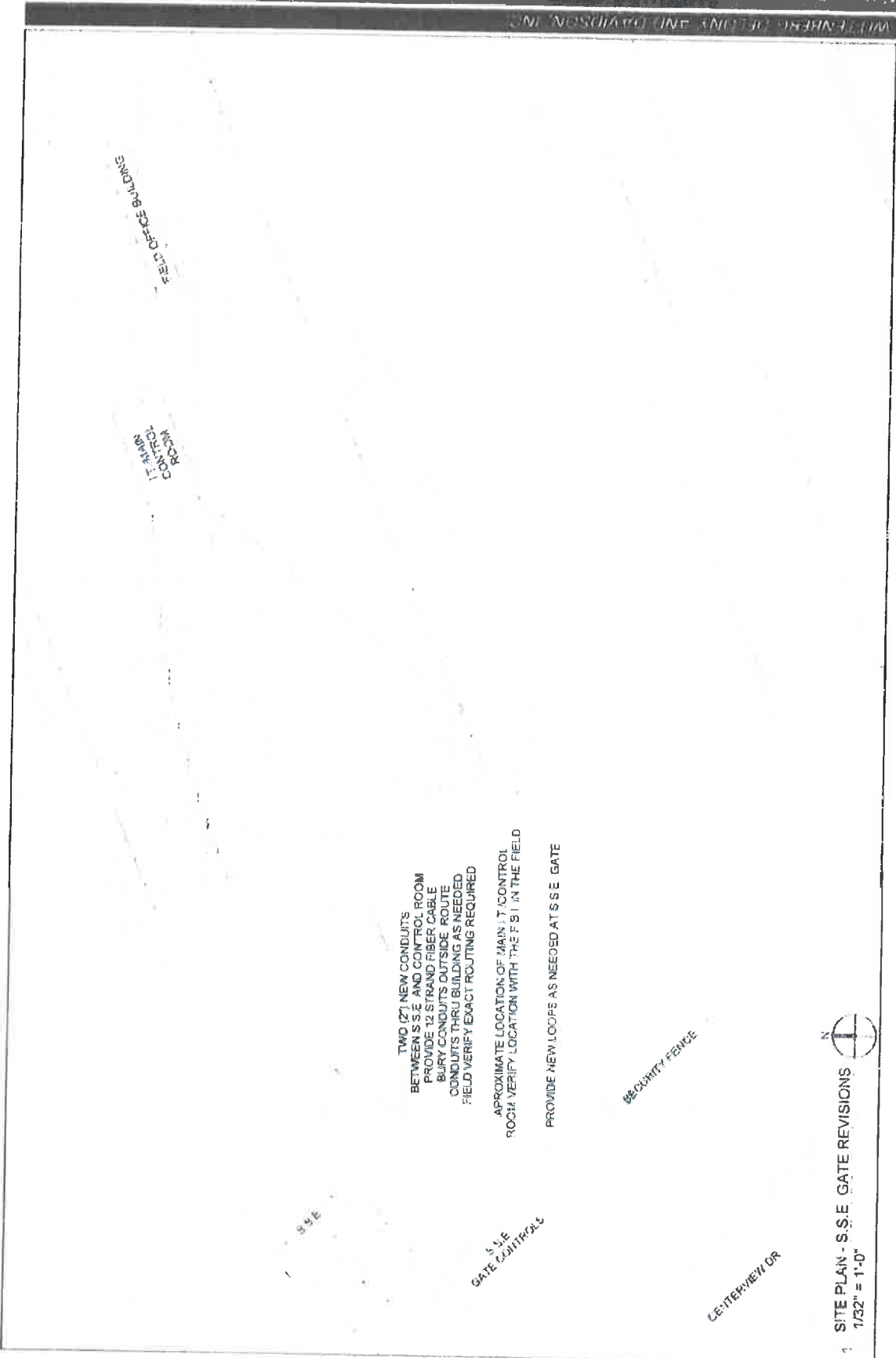
**END OF PROPOSAL REQUEST**

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**WITTENBERG, DELONY & DAVIDSON, INC.**

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(b) (6)



TWO (2) NEW CONDUITS  
 BETWEEN S.E. AND CONTROL ROOM  
 PROVIDE 12 STRAND FIBER CABLE  
 BURY CONDUITS OUTSIDE ROUTE  
 CONDUITS THRU BUILDING AS NEEDED  
 FIELD VERIFY EXACT ROUTING REQUIRED

APPROXIMATE LOCATION OF MAIN IT CONTROL  
 ROOM VERIFY LOCATION WITH THE FBI IN THE FIELD

PROVIDE NEW LOOPS AS NEEDED AT S.E. GATE



SITE PLAN - S.E. GATE REVISIONS  
 1/32" = 1'-0"

CENTERVIEW OR

(b) (6)



**Kinco**  
Constructors, LLC

Kinco  
Quote Co #



March 27, 2017  
March 30, 2017 (Updated date)

Mr. Richard Alderman  
WD&D Inc.  
2414 East Joyce Blvd.  
Fayetteville, AR 72703

RE: FBI- PR 001 R Items # 1 - 4

Dear Richard,

As follow up to the Proposal Request No: 001R.1 we offer the following:

Work Item # 1: Work at SSE Items A thru H. Cost for the work described would be in the amount of \$ (b) (4). A few specifics for this item is as follows;

**Work item # 1 item b:** Pricing includes providing 170 lineal feet of 12 strand fiber in 2" conduit underground from existing SSE to inside existing building. We have also included installing a spare 2" conduit in this same 170 lf run. Then another 410 lineal feet will be installed in conduit from just inside the building to the existing IT room.

**Work item # 1 item c:** Pricing includes three (3) new loops at entry and three (3) at exit

Work Item # 2: Electrical / Data Work at Room 101 (Guard Area) Items A thru C. Cost for this would be in the amount of \$ (b) (4). This work has been completed.

Work Item # 3: Door Closer Cover on Door 100 B Item A. To fabricate and install a Custom built Aluminum cover with end caps over the existing closure the cost would be in the amount of (b) (4)

Work Item #4: Closer Springs for the Exterior Man gate at the driveway side of the Fencing. Cost for this would be in the amount of \$ (b) (4). This work has not been done.

Please review and advice if we are to proceed with the items noted above that have not been completed.

Respectfully submitted,  
Kinco Constructors, LLC

(b) (6)

Brian Strickland  
Project Manager

12600 Lawson Road  
Little Rock, Arkansas 72210  
Phone 501-225-7606 FAX 501-225-1028

(b) (6)

FBI- VSF  
WORK AT SSE

WORK ITEM #1

GENERAL SUMMARY

SIZE: 1 LS

Wednesday, March 15, 2017

ITEM	TOTAL	UNIT	%
=====	=====	=====	=====
GEN.CONDITIONS-SAFETY-CLEAN UP	<div>(b) (4)</div>		
TUSCO/DELTA			
NABCO -ELECTRIAL			
MISC LANDSCAPE REPAIR			
REWORK SIDEWALK			
0.00			
=====	=====	=====	=====
SUBTOTAL			
FEE			
CONTINGENCY			
DESIGN FEE			
BOND			
INSURANCE--EP			
INSURANCE--OCP			
INSURANCE--BR			
=====	=====	=====	=====
TOTAL			

(b) (6)



**TUSCO, INC.**

Perimeter Security and Commercial Fencing



March 9, 2017

Project Name: #6923 FBI Field Office

Project Location: Little Rock, AR

Brian Strickland  
Kinco Constructors  
12600 Lawson Road  
Little Rock, AR 72210

Dear Mr. Strickland:

Tusco, Inc., a certified Woman Owned Small Business, is pleased to present the following **revised change order** proposal for the above referenced project.

Tusco has been tasked with integrating the SSE for this facility into the new control system. This work will have to be performed at a later date beyond current contract's period of performance. Tusco will coordinate mobilization back to the site upon scheduling openings. After careful evaluation, the following items must be incorporated/installed into the existing setup:

- 1.a. The expansion board in the gate controllers is required for the system to work. Tusco will handle this scope.
- 1.b., 2.a. The length from the SSE to the control room is too far for Cat5e cable, so it will have to be fiber. This will need to be provided by others. Kinco's onsite electrician should be able to handle this scope along with providing the two new 2" conduits and trenching from the existing FBI control room to the SSE.
- 1.c. All loops will need to be re-cut in. Tusco will perform this work.
- 1.d. Mounting the new control cabinet on the concrete wall as well as conduit to existing HPU. Tusco to perform this scope.
- 1.e. Install new touchscreen remote control panel inside VSF in place of existing logic remote control panel; move existing logic remote control panel to outside control panel location outside of VSF; and, move outside VSF control panel to SSE location.

Provide and install Work Item #4, Closer Springs for the Exterior main gate at the driveway of the fencing;

4000 Industrial Drive, Cottondale, AL 35453 | Phone: (205) 553-8616  
Fax: (205) 553-4082 | Toll Free (888) 553-8616 | [www.tuscoinc.com](http://www.tuscoinc.com)

(b) (6)

Ameristar, the manufacturer of the gate does not provide this item. This will have to be purchased from another vendor.

~As Delta cannot work on both access points at once, the SSE will need to be stand alone. Programming will need to be loaded to the touch screen for the SSE on a Saturday. An additional mobilization has been included for this work.

Please find our pricing below along with our scope, notes, and exclusions for this project.

**CHANGE ORDER #3 PRICING:**

1 LS to Integrate SSE Entrance into New Control System

(b) (4)

**Total Change Order #3 Pricing**

**Notes:**

- 1 Tusco, Inc. agrees to guarantee the above new products to be free from defects in materials and workmanship for one year after substantial completion
- 2 This proposal is valid for 30 days from the above listed date.
3. This proposal will be included in and a part of Contract on this project.
- 4 Includes additional mobilization.
5. Includes sales taxes on materials.

If you have any questions, please do not hesitate to let me know. All of my contact information is listed below. Thank you so much for the opportunity to provide a proposal for this project.

Josh Colbert  
(205) 722 9173 direct

(b) (6)

jcolbert@tuscoinc.com

***Acceptance of proposal*** The above prices, specifications and conditions are acceptable. Tusco, Inc. is authorized to do the work as specified. Payment is due upon completion of work.

**Signature:**

**Date of Acceptance:**

**Company Name:**

**A/P Contact:**

**A/P Billing Address:**

**A/P Phone #:**

4000 Industrial Drive, Cottondale, AL 35453 | Phone (205) 553-8616  
Fax (205) 553-4082 | Toll Free (888) 553-8616 | www.tuscoinc.com

(b) (6)



# NABCO

## MECHANICAL & ELECTRICAL INCORPORATED

Arkansas License No. 0025860417

3/9/2017

Ref: FBI Fixture Retro

Brian,

We appreciate the opportunity to provide you an Electrical Proposal on the FBI Back Gate Project located in Little Rock, Arkansas. Our proposal is based on providing all labor, material, and equipment required to install the electrical portion of the project with the following inclusions and exclusions for bid clarification.

### Electrical Inclusions:

- Total Scope of Work Detailed in PR No.001 Revised
- All Conduit Racks and Labor for Job
- Core Drilling
- Fiber Cable Pulled and with Ends
- Daily cleanup of all debris that is generated by the electrical scope of work
- On Site Field Supervision
- Taxes on equipment and material provided by Nabco
- City Permits

### Electrical Exclusions:

- Entergy Permits and Fees
- Any cutting or patching of concrete, or asphalt
- Utility Charges
- Painting of Electrical Items
- On Site Dumpsters or fees for Dumpster
- Performance and Payment Bond (add [REDACTED] (b) (4))

### Electrical Base Bid:

[REDACTED] (b) (4)

PR No 001 R  
Item 1

Thank you for this opportunity to submit a proposal for this project and should you have any questions please contact me at 501-327-1337. We look forward to working with you on this and future projects.

Sincerely,

Beau Norman  
Project Manager

1750 Amity Road • Post Office Box 1547 • Conway, AR 72033-1547 • Phone (501) 327-1337

[REDACTED] (b) (6)

WORK ITEM #2

FBI- VSF

Added outlets inside VSF

GENERAL SUMMARY

SIZE:

1 LS

Thursday, February 09, 2017

ITEM	TOTAL	UNIT	%
SUPERVISION-CLEAN UP	(b) (4)		%
NABCO-ELECTRICAL OUTLETS			%
			%
			%
			%
			%
			%
			%
			%
			%
SUBTOTAL			%
FEE			%
CONTINGENCY			%
DESIGN FEE			%
BOND			%
INSURANCE--EP			%
INSURANCE--OCP			%
INSURANCE--BR			%
TOTAL			%

(b) (6)

(b) (6)

FBI- VSF

Heavy duty spring at entry gate

Work Item #4

GENERAL SUMMARY

SIZE:

1 LS

Wednesday, March 15, 2017

ITEM	TOTAL	UNIT	%
=====	=====	=====	=====
GEN.CONDITIONS-SAFETY-CLEAN UP	<div>(b) (4)</div>		
TUSCO/DELTA			
NABCO -ELECTRIAL			
MISC LANDSCAPE REPAIR			
REWORK SIDEWALK			
0.00			
=====	=====	=====	=====
SUBTOTAL			
FEE			
CONTINGENCY			
DESIGN FEE			
BOND			
INSURANCE--EP			
INSURANCE--OCP			
INSURANCE--BR			
=====	=====	=====	=====
TOTAL			

(b) (6)



GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NO. ~~22~~ 24  
TO LEASE NO. GS-07P-LAR14856

ADDRESS OF PREMISES: 24 Shackleford West Drive  
Little Rock, AR 72211

THIS AGREEMENT, made and entered into this date by and between USGP II LITTLE ROCK FBI LP

whose address is 2101 L street, NW, Suite 750  
Washington, DC 20037

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WHEREAS, the parties hereto desire to amend the above Lease.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended, effective upon execution by the Government, as follows:

The purpose of this Lease Amendment (LA) <sup>24</sup>~~22~~ is to provide for alterations in the above named lease space.

1. The Lessor shall provide in alterations in consideration of a one time lump sum payment not to exceed \$97,332.55 at 24 Shackleford West Drive, Little Rock, AR. The alterations shall be provided in accordance with scope of work attached as Exhibit A and lessor's cost proposal attached as Exhibit B. The scope of work (Exhibit A) and the cost proposal (Exhibit B) are hereby incorporated into the lease.
2. The Government will maintain the alterations. The Lessor hereby waives all rights to restoration pertaining to these alterations.
3. All work will be completed within 75 days of Notice to Proceed. Work will be coordinated with Todd Wright at 501-707-2398.

(Continued on next page)

All other terms and conditions of the Lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: (b) (6)

Name: William C. Trimble III

Title: CEO

Entity Name: USGP II LITTLE ROCK FBI LP

Date: JUNE 13, 2017

FOR THE GOVERNMENT:

Signature: (b) (6)

Name: Tracy A. Harte

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: 6/16/17

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6)

Name: Russell Datin

Title: VP

Date: JUNE 13, 2017

4. Full execution of this agreement will serve as the Government's Notice To Proceed. Change orders must be approved by the Contracting Officer.
5. Payment will be made upon completion of the work by the Lessor and acceptance by the Government.
6. In order to receive payment, the Lessor should create and include a unique invoice number on the invoice submitted for payment. The invoice should have the Lessor's name and lease number cited exactly how it is stated on the lease contract. The invoice should include the PDN number **PS0038591**. Lessor should submit invoices electronically on the GSA Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov) (instructions for submitting invoices are found on the website).

(b) (6)



27 March 2017

## Scope of Work

1. **Project Title:** Construct New Meeting Room ]
2. **Project Location:** AR1224ZZ  
Government Facility  
Shackleford Dr  
Little Rock, Ar. 72211
3. **Building Location Hours:** Facility hours are 0815 to 1700hrs Monday - Friday
4. **Purpose:** The work to be performed hereunder includes the furnishing of all supervision, labor, materials, supplies, tools and equipment (unless otherwise noted) and shall plan, schedule, coordinate and assure effective performance in the Tenant Improvements at the referenced location.]
5. **Points of Contact:**
  - 5.1 Contracting Officer: [Ed Perez, RPA, CCIM  
Leasing Division (7PRL)  
Austin, TX 78701  
Phone #: 512-916-5754
  - 5.2 Project Manager: [Todd Wright  
700 W. Capitol Ave  
Little Rock, Ar. 72201  
Phone #: 501-707-2398
  - 5.3 Building Manager: Jimmie Tillman  
700 W. Capitol Ave  
Little Rock, Ar. 72201  
Phone #: 501-258-2483]
6. **Notice to Proceed:**
  - 6.1 The Contracting Officer is the ONLY individual from the Government that can give the contractor a notice to proceed.
  - 6.2 Before any of the work within the scope of the contract is started, the Contractor shall confer with the COR (Contracting Officer Representative) and agree on a sequence of procedure; means of access to premises and building; delivery of material and use of approaches; use of corridors, stairways, elevators, and similar means of communications; and the location partitions, eating spaces for spaces for Contractor's employees and the like.

(b) (6)



7. **Period of Performance:** Work cannot be performed during normal working hours. **After hours work will be required on this project.** Work should be completed within 75 Days of Notice to Proceed.
8. **Description of Work:** Contractor shall provide all materials, labor, tools, equipment and supervision to accomplish tasks as outlined in contractor documents.

All work space, staging areas, areas used for moving materials, trash, tools, etc. are to be kept clean at all times. Contractor is responsible for protection of existing finishes, utilities, etc. in the facility. Site is to be secured at end of day. Contractor shall be responsible for the security of the work site. All trash from the day's work is to be removed and work site clean and orderly. Every attempt must be made to ensure normal building operations are not interrupted to include notifying Project Manager and Building Manager of any work that may cause disruption.

Necessary permits must be obtained. Any welding, brazing, soldering, use of torch or anything with an open flame is to be used, a burn permit must first be obtained.

A distinct barrier using plastic, plywood, etc. must be used to separate construction area from public use are to minimize dust, debris, noise and ensure safety to building occupants.

**The attached drawing is NOT a stamped A/E Drawing. This drawing is to be used as a reference only to show the desired end result of the new meeting room. It is the sole responsibility of the General Contractor to ensure project is constructed to current building codes and regulations.**

#### DEMOLITION

- Demo ceiling grid, lighting, electrical, data/IT HVAC duct work, etc. necessary for construction of header wall and full floor to ceiling stud wall on back end of meeting room.
  - Every attempt must be made to preserve floor finishes, ceiling tile and grid system, etc. so that they may be reused during the course of the project.
- Remove existing systems furniture within the space of work. Furniture must be clean, in good working order and turned over to customer agency so it can be returned to bldg. inventory.

(b) (6)





## MEETING ROOM

- Build-out of new header and full slab to slab wall. Wall must be capable of supporting new glass wall system. Refer to attached drawing for reference of dimensions and location. Wall is to have acoustical insulation (sound batt) installed.
- Provide and install a Avanti Solare Single Glazed Wall system (or approved equal). Walls are to be ½" clear tempered and the door needs to be a double glazed (Acoustic) door.
- Provide and install Mylar Window Film with official agency seal. Official Department Seal must be approved by customer agency prior to seal being ordered.
- Install ceiling grid system inside new meeting room space. Ceiling height should match the current ceiling height in the space.
- Re-install lighting removed during demo. Install independent lighting control for the meeting room with occupancy sensor.
- Re-install HVAC supply and return ducts.
- Ensure fire suppression meets all code requirements inside the new meeting room and space around meeting room.
- Provide and install 9'W x 48"H frosted glass dry erase board with integral marker tray.

## EXTERIOR OF MEETING ROOM

- Provide and install two 30"W x 18"H wall cabinet base with Plam Countertop and Backsplash.
- Plam millwork countertop 24"D with backsplash and supports as required. There will be a need for Two 3" holes with grommets in this counter section for data/IT and power cable passage. Coordinate with customer agency for exact location of each hole in this counter top section.

(b) (6)



#### ELECTRICAL AND DATA/IT

- Install electrical outlets in locations shown on drawings
- Install 1" conduit that will be stubbed into ceiling plenum, j-boxes at location noted in drawings and a nylon pull string for all tele/data and cable outlet locations.
- Install, above ceiling, J-hook cable pathway at perimeter walls. Coordinate exact placement with Tenant

#### FINISHES

- Re-use carpet removed for construction of meeting room.
- Cove base must match existing in space
- Painting of wall, header wall should match existing space wall paper. Paint color submittals must be submitted for approval.
- Base cabinets, wall cabinets, counter tops color selection options must be submitted for approval.

#### 9. Liquidated Damages: N/A

#### 10. Other Requirements:

**Security:** The Lessor shall agree to insert terms that conform substantially to the language of this clause, including the following, in all subcontracts. **This clause applies to all contract workers, including cleaning service personnel.**

The owner/Lessor of the space occupied by the entity and members of the property management company who may be responsible for oversight of the maintenance of the space, **SHALL NOT** be allowed to maintain keys to government space or permitted to have access to government space without the approval of the governments, Physical Security Unit.

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Upon award of the contract, the contractor, all subcontractors, key supervisory personnel and/or any other contract individuals designated by the government who require access to any existing or proposed facility, property or information, must accurately complete the following forms and furnish them to the government security point of contact at least 45 work days prior to the arrival of contract individual to the site of the work under contract.

All other contract individuals designated by the government who require access to any government facility, property or information must accurately complete the following forms and furnish them to the government security point of contact at least 25 work days prior to the arrival of contract individual to the site of the work under contract.

FD-816 "Background Data Information Form",  
FD-258 "Fingerprint Card", Two cards  
FD-484 "Privacy Act", Two copies.  
FD-979a "Non-Personnel Consent Release"

Forms can be obtained from the local government offices.

It is the responsibility of the contractor to ensure all contractor personnel are in full compliance with applicable Immigration and Naturalization Service, US Department of Justice, Employee Eligibility Verification requirements, such as those set forth in Title 8, U.S. Code, Section 274a.

A background investigation, the scope of which will be at the discretion of the government, will be conducted on these individuals. At the discretion of the government, contract individuals may also be interviewed by the government (or government contract investigators) regarding foreign travel, associates, residences or other matters of concern to the government in deciding whether to grant access to its facilities, property, or information, and may be requested to undergo a polygraph examination to fully resolve any security concerns. Refusal or failure to accurately complete the forms, to be interviewed, or to undergo a polygraph examination to resolve any questionable matters will be deemed reasonable cause for denial of access to government facilities, property or information. Lack of candor may also be a strong factor for denial of access.

Access to government facilities, property or information, will be granted only where such access is clearly consistent with the mission and responsibilities of the government. If, for any reason, a contract individual is denied access to any government facility, property or information, the government will not disclose to the contractor the reason for denial and will only make such disclosure to the affected contractor employee pursuant to the provisions of the Freedom of Information or Privacy Acts. The government will not be liable for any expense in

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the replacement of the individual or any costs incurred by the contractor as a result of such denial. It is the policy of the government that these individuals already employed by the contracting organization/ individual (i.e., that the individual's employment not hinge upon an access or security clearance determination by the government) and the government will assume no liability between the contracting organization and its employees as a result of this procedure.

The government reserves the right to revoke any contract individual's access to its facilities, property or information, where such access is no longer clearly consistent with the government's mission and responsibilities, and the contractor agrees to immediately remove that individual from the work site in such circumstances. In cases of access revocation, the government will inform the individual of the basis for the revocation unless to do so would reveal classified or sensitive information; and, give the individual an opportunity to explain, rebut or refute such basis in writing. Access will remain revoked pending prompt review of any such submission by the individual entity.

The government reserves the right to reinvestigate contract individuals on a periodic basis (usually every five years) or where facts or information indicate the continued access may no longer be clearly consistent with the government's mission and responsibilities. The scope of any reinvestigation will be at the sole discretion of the government. Refusal or failure to accurately complete any necessary forms, to be interviewed, or to undergo a polygraph examination to resolve any questionable matters during a reinvestigation will be deemed reasonable cause for revocation of access to government facilities, property or information.

Appropriate badges may be furnished by the government authorizing escorted or unescorted access to government facilities and property. The badge, if furnished, will be kept at a location to be determined by the government and shall be picked up by the contract individual granted access upon arrival at government premises. It shall be worn at all times on the upper part of the body so as to be clearly visible and will be returned to the government whenever the wearer leaves government premises for any reason or any length of time. The government may require all contract and subcontract individuals to execute a security awareness briefing form, FD-835, ASecurity Acknowledgment Form.

Upon request, the contractor shall provide, for approval by the government, written physical security procedures and policies to be followed by contract individuals for access to the project as well as security measures taken by the contractor to prevent unauthorized entry by contract individuals during off-duty hours.

- 10.1 Waste Diversion: The Contractor shall submit to the Project Manager, with their construction cost proposal, an estimate of construction and demolition waste diversion, to ensure that existing site and building materials are reused, salvaged,

(b) (6)





or recycled; and to ensure that waste disposal in landfills shall be minimized. The waste disposal tracker spreadsheet will be provided with the scope of work and shall be used for the estimate.

- 10.2 Waste Management Plan: Fourteen days from Notice to Proceed, the contractor shall submit to the Project Manager, a draft Waste Management Plan for mixed debris recycling to GSA for approval.

The plan shall include (but not be limited to) the following:

- List of proposed materials to be reused or recycled identified on the site pre-bid and the construction documents
- List of proposed materials to be reused or recycled identified on the site pre-bid and the construction documents.

- 10.3 Construction Waste Management Reporting: The Contractor will record and track the type and quantity, by weight, of each material salvaged, reused, recycled or disposed on a monthly basis. The contractor personnel responsible for construction waste will report the waste diversion to the Project Manager using the Waste Disposal Tracker.

11. **Submittal:** The contractor shall provide the following submittals

- Work Schedule
- Glass Wall System
- Glazing material and Agency Official Seal
- Base cabinets and wall cabinets
- Countertop and backsplash

12. **Attachments:** DID (design intent drawing) of project. **REFERENCE ONLY**

13. **Closeout Plan:**

- 13.1 Pre-Final and Final inspection required
- 13.2 Any Punch list items completed
- 13.3 GSA 220 completed and sent to RWA coordinator and CO

(b) (6)



Russell A. Dalin  
Vice President, Asset Management  
T: 202.596.3925  
F: 202.596.3919  
rdalin@easterlyreit.com

May 9, 2017

Mr. Jimmie R. Tillman, RPA  
Customer Service Specialist  
U.S. General Services Administration  
700 West Capitol Suite 3423  
Little Rock, AR 72201

**RE: GSA Lease No. GS-07B-14856  
FBI Field Office, 28 Shackleford West Boulevard, Little Rock, AR  
Proposal for Second Floor Meeting Room Improvements**

Dear Mr. Tillman:

On behalf of USGP II Little Rock FBI LP, the Lessor, we are pleased to offer this proposal for the installation of the Second Floor Meeting Room improvement project.

Proposals for the work were received by three qualified general contractors, and the proposals are listed below:

<u>General Contractor</u>	<u>Total Cost</u>
Kinco Constructors	\$84,637.00
Mulhearn Wilson Constructors	\$99,588.06
Baldwin & Shell Construction Co.	\$95,801.00

As you can see, Kinco Constructors, LLC provided the lowest-cost proposal and has extensive work experience at the FBI Little Rock Field Office. The proposed costs by Kinco Constructors for the scope of work are detailed below:

2101 L STREET, NW | SUITE 650 | WASHINGTON, DC 20037  
TELEPHONE 202.595.9500 | FACSIMILE 202.596.3919  
WWW.EASTERLYREIT.COM

Lease No. GS-07B-14856  
LA 22, Exhibit B  
Page 1 of 5

(b) (6)



Description	Total Cost
General Conditions and Administrative	\$ (b) (4)
Demolition & Carpentry	\$
Glass and Glazing	\$
Walls and Flooring	\$
HVAC, Sprinkler and Electrical	\$
Lessor Management Fee (15%)	\$
<b>Total</b>	<b>\$97,332.55</b>

#### SCOPE, CLARIFICATIONS AND EXCLUSIONS

This pricing is based on the scope of work provided by the Government. The following clarifications and exclusions shall be included in the Government's Notice to Proceed (NTP).

1. Price excludes approvals and permits, and handrails. If required, this shall be at an additional cost.
2. Government shall provide security escort for personnel (if required).
3. All work shall be completed after normal working hours.
4. Lessor shall not be responsible for the relocation of any Government furniture, fixtures, equipment or personal property.
5. Fabricate and install new millwork, adjustable shelves and plastic laminate countertops with 4" back splash.
6. Furnish and install interior wall framing and new drywall, and new ceiling grid and tile.
7. Furnish and install 96"x48" Quartet Infinity frosted glass marker board (9"x48" is not available).
8. Install one new return air grille and relocate/add sprinklers as necessary.
9. Install electrical outlets in specified locations.
10. Clean up and dispose of debris from project.

These Government-requested modifications to the Premises will be completed in accordance with GSA Form 3517 (General Clauses), Paragraph 33, Changes, as incorporated in this Lease.

2101 L STREET, NW | SUITE 650 | WASHINGTON, DC 20037  
TELEPHONE 202.595.9500 | FACSIMILE 202.596.3919  
WWW.EASTERLYREIT.COM

(b) (6)

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LA 22, Exhibit B  
Page 2 of 5



Please review the proposal at your earliest convenience, and do not hesitate to contact us with any questions or concerns. Thank you in advance for your attention to this matter.

Sincerely,

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Russell A. Dalin  
Vice President, Asset Management

cc: Carrie DuPriest, FBI LR  
Cheryl White, Flake and Kelley  
Kevin Pledger – Flake and Kelley

Attachment(s): None

**APPROVED BY THE GOVERNMENT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

2101 L STREET, NW | SUITE 650 | WASHINGTON, DC 20037

TELEPHONE 202.595.9500 | FACSIMILE 202.596.3919

WWW.EASTERLYREIT.COM

Lease No. GS-07B-14856

LA 22, Exhibit B

Page 3 of 5

(b) (6)



**Kinco**  
Constructors, LLC



## Lump Sum Proposal

**Proposal For:**

Cheryl White  
Flake and Kelley Management  
425 West Capital  
Little Rock, AR 72201

Proposal Date: 6/1/2017

Project Reference: FBI 2nd Floor New Meeting Room

Kinco Constructors, LLC is pleased to submit this Proposal for the above referenced project.

**INCLUSIONS** are based on our site visit and as clarified below. Kinco Constructors, LLC shall furnish all labor, materials and equipment unless otherwise noted, for the following specific scope of work:

1. Install a visquene from floor to ceiling to create our work area. Remove ceiling grid & ceiling tile to access above ceiling for new drywall header & wall. Remove carpet tile as needed. Install cardboard on floor inside visquene work area.
2. Install blocking in new wall for support of new millwork & marker board.
3. Fabricate & Install new millwork that consists of white melamine interior with any standard Wilsonart laminate color on the exterior, adjustable shelves with KV 255 series standards, Blum 120+ cup hinges & plates, 1mm matching edge banding. 4" wire pulls, countertop metal supports, two 3" brass satin chrome (26D) Doug Mocket wire grommets with caps, plastic laminate counter tops with 4" back splash in any standard Wilsonart laminate color with a square edge.
4. Furnish & Install Avanti Solare single glazed wall system. Includes two walls at approx. 17' x 8' tall & one wall approx. 14'5" x 8' tall with a single 3' x 8' double glazed acoustic framed swing door. Walls are to be 1/2" clear tempered glass with H sections to seal vertical joints. Door to have 1/4" clear tempered glass for double glazed swing door, locking lever handle with thumb & key turn lock, offset pivot hinges with floor closer. Aluminum finish to be RAL 9006 White Aluminum powder coat. Furnish & install frosted film with cutout FBI logo.
5. Interior wall framing to include 3 5/8" 20 gauge studs, 3 1/2" sound batt insulation, 5/8" type x gypsum to deck. Furr down around room and braced to deck as required window wall support. Acoustical ceiling tile to include Armstrong Fine Fissured tile. Grid to include Armstrong 15/16" Prelude XL grid.
6. Re-install carpet tile as needed. Furnish & install 4" rubber cove base.
7. Tape, float & finish new drywall.
8. Furnish & install 96" x 48" Quartet Infinity frosted glass marker board, (9' x 48" is not available).
9. Install one new return air grille. Relocate one supply grille as needed.
10. Relocate/add fire sprinklers as necessary.
11. Install electrical outlets in locations shown on drawings. Install 1" conduit that will be stubbed into ceiling plenum, j boxes at location noted in drawings & nylon string for all voice/data & cable outlet locations. Install above ceiling j-hook pathway at perimeter walls.
12. Cleanup & dispose of debris from our operations.

**EXCLUSIONS** from the scope of work in this proposal are as follows:

1. City approval & permits.
2. Voice & data cabling or terminations.
3. Relocation of furniture.
4. Any major duct relocation.

**SCHEDULE** for the above scope of work, is based on normal working hours and shall not exceed **17** working days from the project start date. This schedule excludes delays due to weather and access to work areas.

**PAYMENT TERMS** payments shall be made to Kinco Constructors, LLC no retainage withheld, in full no later than 30 days from the invoice date.

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12600 Lawson Road O Little Rock, Arkansas 72210  
Phone: 501-225-7606

Lease No. GS-07B-14856  
LA 22, Exhibit B  
Page 4 of 5

**Kinco**  
Constructors, LLC

---

**LUMP SUM PRICE OF THIS PROPOSAL**.....\$84,637.00

This proposal is good for 30 days. Should this proposal be acceptable, please sign, date and fax (or return) a copy back to Kinco Constructors, LLC. Thank you for the opportunity to be of service.

**This proposal** excludes performance and payment bonds; rock excavation; asbestos or any other hazardous material removal, disposal, or encapsulation; services of licensed professionals such as attorneys, architects or engineers; costs for the after hour work, shift work or weekend work.

Respectfully Submitted:

(b) (6)

Donnie Vickers  
Vice President/Special Projects Division  
Kinco Constructors, LLC

Signature/Title: \_\_\_\_\_

Acceptance Date: \_\_\_\_\_

P.O. # if required: \_\_\_\_\_

(b) (6)

12600 Lawson Road O Little Rock, Arkansas 72210  
Phone: 501-225-7608

Lease No. GS-07B-14856  
LA 22, Exhibit B  
Page 5 of 5

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NO. 25

TO LEASE NO. GS-07P-LAR14856

ADDRESS OF PREMISES: 24 Shackelford West Drive  
Little Rock, AR 72211

THIS AGREEMENT, made and entered into this date by and between **USGP II LITTLE ROCK FBI LP**

whose address is 2101 L street, NW, Suite 750  
Washington, DC 20037

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WHEREAS, the parties hereto desire to amend the above Lease.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended, effective upon execution by the Government, as follows:

The purpose of this Lease Amendment (LA) 25 is to reduce obligation on LA 24 due to change in scope.

1. The Lessor and Government mutually agree to the attached change (Exhibit A) to the alterations provided for in LA 24. These changes result in a reduction of \$1,043.48 to the total cost of the alterations. New total cost of alterations is \$96,289.07. The change to the alterations shall be provided in accordance with scope of work attached as Exhibit A and lessor's cost proposal attached as Exhibit B. The scope of work (Exhibit A) and the cost proposal (Exhibit B) are hereby incorporated into the lease.
2. The Lessor will maintain the alterations. The Lessor hereby waives all rights to restoration pertaining to these alterations.
3. All work will be completed within 75 days of Notice to Proceed. Work will be coordinated with Todd Wright at 501-707-2398.

(Continued on next page)

All other terms and conditions of the Lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature:

Name: Andrew G. Pulliam

Title: Senior Vice President

Entity Name: USGP II LITTLE ROCK FBI LP

Date: 8/10/17

FOR THE GOVERNMENT:

Signature:

Name: Tracy A. Harter

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: 08/10/17

WITNESSED FOR THE LESSOR BY:

Signature:

Name: Bessal Salin

Title: VP

Date: 8/10/17

4. Full execution of this agreement will serve as the Government's Notice To Proceed. Change orders must be approved by the Contracting Officer.
5. Payment will be made upon completion of the work by the Lessor and acceptance by the Government.
6. In order to receive payment, the Lessor should create and include a unique invoice number on the invoice submitted for payment. The invoice should have the Lessor's name and lease number cited exactly how it is stated on the lease contract. The invoice should include the PDN number **PS0038591**. Lessor should submit invoices electronically on the GSA Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov) (instructions for submitting invoices are found on the website).

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19 July 2017

## Scope of Work

1. **Project Title:** Construct New Meeting Room PS-01 modification ]
2. **Project Location:** AR1224ZZ  
Government Facility  
Shackleford Dr  
Little Rock, Ar. 72211
3. **Building Location Hours:** Facility hours are 0815 to 1700hrs Monday - Friday
4. **Purpose:** The work to be performed hereunder includes the furnishing of all supervision, labor, materials, supplies, tools and equipment (unless otherwise noted) and shall plan, schedule, coordinate and assure effective performance in the Tenant Improvements at the referenced location.]
5. **Points of Contact:**
  - 5.1 Contracting Officer: [Ed Perez, RPA, CCIM  
Leasing Division (7PRL)  
Austin, TX 78701  
Phone #: 512-916-5754
  - 5.2 Project Manager: [Todd Wright  
700 W. Capitol Ave  
Little Rock, Ar. 72201  
Phone #: 501-707-2398
  - 5.3 Building Manager: Jimmie Tillman  
700 W. Capitol Ave  
Little Rock, Ar. 72201  
Phone #: 501-258-2483]
6. **Notice to Proceed:**
  - 6.1 The Contracting Officer is the ONLY individual from the Government that can give the contractor a notice to proceed.
  - 6.2 Before any of the work within the scope of the contract is started, the Contractor shall confer with the COR (Contracting Officer Representative) and agree on a sequence of procedure; means of access to premises and building; delivery of material and use of approaches; use of corridors, stairways, elevators, and similar means of communications; and the location partitions, eating spaces for spaces for Contractor's employees and the like.

(b) (6)



7. **Period of Performance:** Work cannot be performed during normal working hours. **After hours work will be required on this project.** Work should be completed within 75 Days of Notice to Proceed.
8. **Description of Work:** Contractor shall provide all materials, labor, tools, equipment and supervision to accomplish tasks as outlined in contractor documents.

The purpose of this scope modification is as follows.

**Mill-Work**

Omit overhead cabinets from the project. Located as key note 7 on the DID example.

**HVAC**

Install Z-duct within meeting room. Duct needs to be 12" x 12" with one inch acoustical insulated lining inside the Z-duct, making opening of duct 10" x 10". Follow industry standard for Z-duct build and installation to ensure proper acoustical properties. A shop drawing is required prior to installation.

9. **Liquidated Damages:** N/A

10. **Other Requirements:**

**Security:** The Lessor shall agree to insert terms that conform substantially to the language of this clause, including the following, in all subcontracts. **This clause applies to all contract workers, including cleaning service personnel.**

The owner/Lessor of the space occupied by the entity and members of the property management company who may be responsible for oversight of the maintenance of the space, **SHALL NOT** be allowed to maintain keys to government space or permitted to have access to government space without the approval of the governments, Physical Security Unit.

Upon award of the contract, the contractor, all subcontractors, key supervisory personnel and/or any other contract individuals designated by the government who require access to any existing or proposed facility, property or information, must accurately complete the following forms and furnish them to the government security point of contact at least 45 work days prior to the arrival of contract individual to the site of the work under contract.

(b) (6)



All other contract individuals designated by the government who require access to any government facility, property or information must accurately complete the following forms and furnish them to the government security point of contact at least 25 work days prior to the arrival of contract individual to the site of the work under contract.

FD-816 "Background Data Information Form",  
FD-258 "Fingerprint Card", Two cards  
FD-484 "Privacy Act", Two copies.  
FD-979a "Non-Personnel Consent Release"

Forms can be obtained from the local government offices.

It is the responsibility of the contractor to ensure all contractor personnel are in full compliance with applicable Immigration and Naturalization Service, US Department of Justice, Employee Eligibility Verification requirements, such as those set forth in Title 8, U.S. Code, Section 274a.

A background investigation, the scope of which will be at the discretion of the government, will be conducted on these individuals. At the discretion of the government, contract individuals may also be interviewed by the government (or government contract investigators) regarding foreign travel, associates, residences or other matters of concern to the government in deciding whether to grant access to its facilities, property, or information, and may be requested to undergo a polygraph examination to fully resolve any security concerns. Refusal or failure to accurately complete the forms, to be interviewed, or to undergo a polygraph examination to resolve any questionable matters will be deemed reasonable cause for denial of access to government facilities, property or information. Lack of candor may also be a strong factor for denial of access.

Access to government facilities, property or information, will be granted only where such access is clearly consistent with the mission and responsibilities of the government. If, for any reason, a contract individual is denied access to any government facility, property or information, the government will not disclose to the contractor the reason for denial and will only make such disclosure to the affected contractor employee pursuant to the provisions of the Freedom of Information or Privacy Acts. The government will not be liable for any expense in the replacement of the individual or any costs incurred by the contractor as a result of such denial. It is the policy of the government that these individuals already employed by the contracting organization/ individual (i.e., that the individual's employment not hinge upon an access or security clearance determination by the government) and the government will assume no liability between the contracting organization and its employees as a result of this procedure.

(b) (6)



The government reserves the right to revoke any contract individual's access to its facilities, property or information, where such access is no longer clearly consistent with the government's mission and responsibilities, and the contractor agrees to immediately remove that individual from the work site in such circumstances. In cases of access revocation, the government will inform the individual of the basis for the revocation unless to do so would reveal classified or sensitive information; and, give the individual an opportunity to explain, rebut or refute such basis in writing. Access will remain revoked pending prompt review of any such submission by the individual entity.

The government reserves the right to reinvestigate contract individuals on a periodic basis (usually every five years) or where facts or information indicate the continued access may no longer be clearly consistent with the government's mission and responsibilities. The scope of any reinvestigation will be at the sole discretion of the government. Refusal or failure to accurately complete any necessary forms, to be interviewed, or to undergo a polygraph examination to resolve any questionable matters during a reinvestigation will be deemed reasonable cause for revocation of access to government facilities, property or information.

Appropriate badges may be furnished by the government authorizing escorted or unescorted access to government facilities and property. The badge, if furnished, will be kept at a location to be determined by the government and shall be picked up by the contract individual granted access upon arrival at government premises. It shall be worn at all times on the upper part of the body so as to be clearly visible and will be returned to the government whenever the wearer leaves government premises for any reason or any length of time. The government may require all contract and subcontract individuals to execute a security awareness briefing form, FD-835, ASecurity Acknowledgment Form.

Upon request, the contractor shall provide, for approval by the government, written physical security procedures and policies to be followed by contract individuals for access to the project as well as security measures taken by the contractor to prevent unauthorized entry by contract individuals during off-duty hours.

- 10.1 Waste Diversion: The Contractor shall submit to the Project Manager, with their construction cost proposal, an estimate of construction and demolition waste diversion, to ensure that existing site and building materials are reused, salvaged, or recycled; and to ensure that waste disposal in landfills shall be minimized. The waste disposal tracker spreadsheet will be provided with the scope of work and shall be used for the estimate.
- 10.2 Waste Management Plan: Fourteen days from Notice to Proceed, the contractor shall submit to the Project Manager, a draft Waste Management Plan for mixed debris recycling to GSA for approval.

The plan shall include (but not be limited to) the following:

(b) (6)





- List of proposed materials to be reused or recycled identified on the site pre-bid and the construction documents
  - List of proposed materials to be reused or recycled identified on the site pre-bid and the construction documents.
- 10.3 Construction Waste Management Reporting: The Contractor will record and track the type and quantity, by weight, of each material salvaged, reused, recycled or disposed on a monthly basis. The contractor personnel responsible for construction waste will report the waste diversion to the Project Manager using the Waste Disposal Tracker.
11. **Submittal:** The contractor shall provide the following submittals
- Z-duct shop drawing
12. **Attachments:**
13. **Closeout Plan:**
- 13.1 Pre-Final and Final inspection required
  - 13.2 Any Punch list items completed
  - 13.3 GSA 220 completed and sent to RWA coordinator and CO

(b) (6)

**Kinco**  
Constructors, LLC



July 22, 2017

Cheryl White  
Flake & Kelley  
425 West Capitol # 300  
Little Rock, Arkansas 72211

RE: FBI 2<sup>nd</sup> Floor Meeting Room  
PR # 001

Dear Cheryl,

We have attached our breakdown and our subcontractors' quotes for Proposal Request # 001.

Furnish & install Z-Duct above the ceiling. Delete upper cabinets, raise two base units to 30" AFF and Middle top to 42" AFF.

The amount to be deducted from our contract is (b) (4)

We would appreciate it if our contract date is extended by zero (0) working days as result of the additional work.

Your prompt response to this Proposal Request is deeply appreciated. If you have any question please do not hesitate to call us at (501) 225-7606.

Respectfully submitted,

**Kinco Constructors, LLC**

(b) (6)

Donnie Vickers  
VP Special Projects

(b) (4)

Credit for changes  
Credit for lessor fee

Total credit for changes

(b) (6)

Lease No. GS-07P-LAR14856

LA 25, Exhibit B

Page 5 of 5 *wa*

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		LEASE AMENDMENT No. 26
LEASE AMENDMENT		TO LEASE NO. GS-07P-LAR14856
ADDRESS OF PREMISES	24 Shackelford West Drive Little Rock, AR 72211	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between **USGP II LITTLE ROCK FBI LP**

whose address is: USGP II LITTLE ROCK FBI LP  
2101 L. Street, NW—Suite 650  
Washington, DC 20037

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to supplement the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

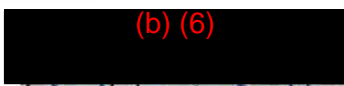
1. To provide the "Above Standard Services" cost.

This Lease Amendment contains 2 pages.

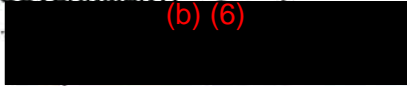
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribe their names as of the above date.

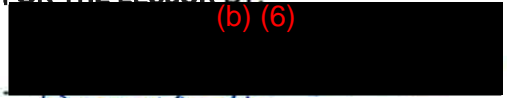
**FOR THE LESSOR:**

Signature:  (b) (6)  
Name: Andrew G Pulliam  
Title: Senior Vice President  
Entity Name: USGP II Little Rock FBI LP  
Date: 9/6/17

**FOR THE GOVERNMENT:**

Signature:  (b) (6)  
Name: Thomas Sisson  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, Leasing Division  
Date: 9/6/17

**WITNESSED FOR THE LESSOR BY:**

Signature:  (b) (6)  
Name: Russell Dalia  
Title: VP  
Date: 9/6/17

1. Effective February 15, 2017, Paragraph 5 of Lease Amendment No. 12 is deleted in its entirety and replaced with the following:

**"OVERTIME HVAC FOR THE EXPANSION SPACE**

The Government acknowledges that the Visitor Screening Facility requires above standard janitorial services and above standard utilities which are considered "Above Standard Services" because it operates on a 24 hour a day, 7 days a week basis. The following above standard services and utility costs are defined as "above standard" because these costs are beyond the normal 10 hour weekdays. This paragraph is for the purposes of accounting by the Government. The following two (2) items are a break out of the Above Standard Services cost of totaling \$ (b) (4)

1. Overtime Utilities:
  - a. cleaning, janitorial service, electrical (light and power, supplies, and system maintenance/repairs), heating, A/C (utilities and system maintenance), water, and landscaping.
2. Mechanical O&M Other:
  - a. bollards, hydraulic barriers, and gates

The total above standard services and utilities include all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the delivery of the services and utilities.

The Lessor shall bill for the overtime services no less frequently than once per calendar year. The Lessor shall bill the Government within one-hundred-twenty (120) days as of December 31<sup>st</sup> each year. The Lessor may bill the Government more frequently solely at the Lessor's option."

(b) (6)